

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case
20-CA-222629Date Filed
06/22/2018**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHTa. Name of Employer
Vibra Hospital of Sacramento

b. Tel. No. (916) 351-8848

c. Cell No. (916) 666-1863

f. Fax No.

d. Address (Street, city, state, and ZIP code)

330 Montrose Dr, Folsom, CA 95630

e. Employer Representative

Kim Horton

g. e-Mail

khortonvhsacramento.com

h. Number of workers employed

i. Type of Establishment (factory, mine, wholesaler, etc.)
Acute Care Hospitalj. Identify principal product or service
Health Care

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) and 8(a)(3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the last six months immediately preceding the filing of this charge, the employer, by and through its agents, violated Section 8(a)(1) and 8(a)(3) of the Act, by discrimination and retaliation in regards to hiring, in order to discourage membership and participation in the Union.

The Union requests injunctive relief.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Service Employees International Union, United Healthcare Workers-West

4a. Address (Street and number, city, state, and ZIP code)

560 Thomas L. Berkley Way
Oakland, CA 94612

4b. Tel. No. (510) 251-1250

4c. Cell No.

4d. Fax No. (510) 763-2680

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Service Employees International Union

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By 
(signature of representative or person making charge)

Xochitl A. Lopez, Attorney

(Print/type name and title or office, if any)

Tel. No. (510) 337-1001

Office, if any, Cell No.

Fax No. (510) 337-1023

e-Mail

xlopez@unioncounsel.net

Address 1001 Marina Village Parkway, Suite 200, Alameda, CA 94501

6/21/18

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlr.gov
Telephone: (415)356-5130
Fax: (415)356-5156



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June 25, 2018

Kim Horton, Employer Representative
Vibra Hospital of Sacramento
330 Montrose Drive
Folsom CA 95630-2720

Re: Vibra Hospital of Sacramento
Case 20-CA-222669

Dear Ms. Horton:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner JANAY M. PARNELL whose telephone number is (415)356-5159. If this Board agent is not available, you may contact Supervisory Field Examiner OLIVIA VARGAS whose telephone number is (628)221-8876.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly. **Due to the nature of the allegations in the enclosed unfair labor practice charge, we have identified this case as one in which injunctive relief pursuant to Section 10(j) of the Act may be appropriate.** Therefore, in addition to investigating the merits of the unfair labor practice

allegations, the Board agent will also inquire into those factors relevant to making a determination as to whether or not 10(j) injunctive relief is appropriate in this case. Accordingly, please include your position on the appropriateness of Section 10(j) relief when you submit your evidence relevant to the investigation.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

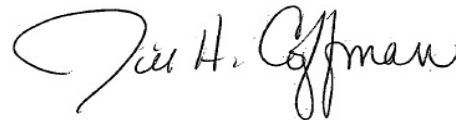
Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the

course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



JILL H. COFFMAN
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

Bruce D. Bagley, Attorney
McNees Wallace & Nurick LLC
100 Pine Street
PO Box 1166
Harrisburg PA 17108-1166

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

20-CA-222669

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY**☐ CORPORATION ☐ LLC ☐ LLP ☐ PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): ☐ CALENDAR YR ☐ 12 MONTHS or ☐ FISCAL YR (FY dates)

YES NO

A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount)
☐ \$100,000 ☐ \$250,000 ☐ \$500,000 ☐ \$1,000,000 or more If less than \$100,000, indicate amount.I. Did you **begin operations within the last 12 months?** If yes, specify date: _____**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?**☐ YES ☐ NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

VIBRA HOSPITAL OF SACRAMENTO

Charged Party

and

**SEIU UNITED HEALTHCARE WORKERS
WEST**

Charging Party

Case 20-CA-222669

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on June 25, 2018, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Kim Horton, Employer Representative
Vibra Hospital of Sacramento
330 Montrose Drive
Folsom CA 95630-2720

June 25, 2018

Date

Caroline Barker, Designated Agent of NLRB

Name

/s/ Caroline Barker

Signature



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlr.gov
Telephone: (415)356-5130
Fax: (415)356-5156



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June 25, 2018

SEIU United Healthcare Workers West
560 Thomas L Berkley Way
Oakland CA 94612-1602

Re: Vibra Hospital of Sacramento
Case 20-CA-222669

Dear Sir or Madam:

The charge that you filed in this case on June 22, 2018 has been docketed as case number 20-CA-222669. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner JANAY M. PARNELL whose telephone number is (415)356-5159. If this Board agent is not available, you may contact Supervisory Field Examiner OLIVIA VARGAS whose telephone number is (628)221-8876.

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Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to

take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

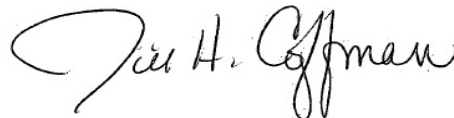
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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



JILL H. COFFMAN
Regional Director

cc: Xochitl A. Lopez, Attorney
Weinberg Roger & Rosenfeld
1001 Marina Village Parkway
Suite 200
Alameda CA 94501

Bruce A. Harland, Attorney
Weinberg, Roger & Rosenfeld
1001 Marina Village Pkwy
Suite 200
Alameda CA 94501

From: [Bruce Bagley](#)
To: [Parnell, Janay](#)
Subject: RE: Vibra Hospital [20-CA-222669]
Date: Tuesday, June 26, 2018 9:51:13 PM

Thank you Janay.

Bruce

Bruce D. Bagley, Esq.
Labor Relations Counsel
Vibra Healthcare LLC
[717]645-5110
bbagley@vibrahealth.com

From: Parnell, Janay [<mailto:Janay.Parnell@nlrb.gov>]
Sent: Tuesday, June 26, 2018 7:42 PM
To: Bruce Bagley
Subject: RE: Vibra Hospital [20-CA-222669]

Mr. Bagley,

As Sam Hoffmann mentioned, I will be investigating the above-captioned case. At this point I don't know any additional details regarding the allegations, but as soon as I have some details, then I will let you know.

Sincerely,
Janay

Janay Parnell
Field Examiner - Sacramento Resident Agent
National Labor Relations Board
901 Market Street, Suite 400
San Francisco, CA 94103

Phone: (202) 406-0912
Fax: (415) 356-5156

From: Hoffmann, Samuel J.
Sent: Tuesday, June 26, 2018 11:10 AM
To: Bruce Bagley <BBagley@vibrahealth.com>
Cc: Parnell, Janay <Janay.Parnell@nlrb.gov>
Subject: RE: Vibra Hospital [20-CA-222669]

Bruce,

I will not be handling the ulp charge. My colleague Janay Parnell will be conducting the investigation. I have copied her on this email. Please contact her with anything you need moving forward. Thanks.

-Sam

From: Bruce Bagley [<mailto:BBagley@vibrahealth.com>]
Sent: Tuesday, June 26, 2018 11:08 AM
To: Hoffmann, Samuel J. <Samuel.Hoffmann@nrlb.gov>
Subject: Vibra Hospital [20-CA-222669]

Sam- just noted on the Board's web site that my contact info as employer's counsel is incorrect. It has info from my former law firm. I think I gave you a Notice of Appearance in connection with the UD Petition. If not you would have one from last year's RD petition, and also contact info is below.

Thanks,
Bruce

Bruce D. Bagley, Esq.
Labor Relations Counsel
Vibra Healthcare LLC
[717]645-5110
bbagley@vibrahealth.com

From: Bruce Bagley
Sent: Tuesday, June 26, 2018 10:55 AM
To: Hoffmann, Samuel J.
Cc: Vargas, Olivia
Subject: RE: new ULP Charge filed against Vibra
Importance: High

Thanks Sam for copy of Charge. It is very vague and just mimics statutory language. I know at some point you will send me a request for evidence letter, but even before that, I would appreciate if you could find out some specifics from the charging party and let me know what it is they are complaining about. Keep in mind we have a CBA with a fully functioning grievance/arbitration procedure.

Also, at this point, don't we need to quickly resolve the UD issues? [There soon won't be enough time to give the union and the petitioner at least 10 days to have and review the Excelsior list].

Bruce

From: Hoffmann, Samuel J. [<mailto:Samuel.Hoffmann@nlr.gov>]
Sent: Monday, June 25, 2018 5:41 PM
To: Bruce Bagley
Cc: Vargas, Olivia
Subject: RE: new ULP Charge filed against Vibra

No request to block was filed. Attached is a copy of the charge.

-Sam

From: Bruce Bagley [<mailto:BBagley@vibrahealth.com>]
Sent: Monday, June 25, 2018 1:28 PM
To: Hoffmann, Samuel J. <Samuel.Hoffmann@nlr.gov>
Cc: Vargas, Olivia <Olivia.Vargas@nlr.gov>
Subject: new ULP Charge filed against Vibra

Sam- I just noticed on NLRB web site that SEIU has filed an 8[a][3] charge against Vibra. Can you please locate a copy of the Charge and email to me? Please enter my appearance in that case-20-CA-222669.

I assume this will not block the election?

Thanks,
Bruce

Bruce D. Bagley, Esq.
Labor Relations Counsel
Vibra Healthcare LLC
[717]645-5110
bbagley@vibrahealth.com

Bruce D. Bagley
Direct Dial:
717.503.6641
Direct Fax:
717.260.1661
bbagley@vibrahealth.com

July 17, 2018

Janay Parnell, Field Examiner
Sacramento Resident Agent
National Labor Relations Board
Region 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

VIA E-MAIL

RE: Vibra Hospital of Sacramento
Case 20-CA-222629

Dear Ms. Parnell:

As your file should reflect, I am Counsel to Vibra Hospital of Sacramento, the Employer in the above-captioned matter. This is in response to the allegations referenced in the above-captioned Charge.

In its Charge, SEIU alleges that Vibra has unlawfully discriminated against an employee in violation of Section 8[a][1] and [3] of the Act, with regard to hiring, in order to discourage membership and participation in the Union. You have indicated more specifically that a former employee who had previously resigned (b) (6), (b) (7)(C) employment, (b) (6), (b) (7)(C) requested re-hiring and that the Union claims (b) (6), (b) (7)(C) was not re-hired because of (b) (6), (b) (7)(C) past activity as a (b) (6), (b) (7)(C) while employed at Vibra.

Vibra and the Union are parties to a three year collective bargaining agreement which became effective May 19, 2017. By letter dated (b) (6), (b) (7)(C) 2017, (b) (6), (b) (7)(C) informed Vibra's (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was appointing (b) (6), (b) (7)(C) who had been employed at Vibra as a (b) (6), (b) (7)(C) since (b) (6), (b) (7)(C), to be (b) (6), (b) (7)(C). A copy of the letter from (b) (6), (b) (7)(C) is at Attachment 1. You will see that

(b) (6), (b) (7)(C) instructed (b) (6), (b) (7)(C) to continue to deal directly with the former as (b) (6), (b) (7)(C) was still in training to be (b) (6), (b) (7)(C).

As I have mentioned to you previously, (b) (6), (b) (7)(C) resigned (b) (6), (b) (7)(C) employment in (b) (6), (b) (7)(C) 2018. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) had found what (b) (6), (b) (7)(C) considered to be a better job], to be effective on (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) was therefore a (b) (6), (b) (7)(C) [in training] only for a very short period of time prior to (b) (6), (b) (7)(C) resignation. And during that roughly two month period, (b) (6), (b) (7)(C) filed no grievances, had no meetings with management on behalf of the Union or (b) (6), (b) (7)(C) fellow employees, and as far as management is aware, performed no actual (b) (6), (b) (7)(C) functions. Management neither displayed nor directed any animus towards (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) role as (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) prior experience as (b) (6), (b) (7)(C) was of no consequence to Vibra when it subsequently determined it had no interest in re-hiring (b) (6), (b) (7)(C).

Sometime in (b) (6), (b) (7)(C) 2018, (b) (6), (b) (7)(C) called (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)] and stated (b) (6), (b) (7)(C) would like to return to Vibra. (b) (6), (b) (7)(C) never filled out any written application form, which is a requirement for any former employee who desires re-hiring. Despite what you may have been told by (b) (6), (b) (7)(C) there is no policy providing that an employee who has been gone for less than six months need not fill out a new application. In any event, (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) in the process of transitioning to other employment from Vibra (b) (6), (b) (7)(C) last day was (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) soon-to-be-successor, (b) (6), (b) (7)(C), of (b) (6), (b) (7)(C) request, leaving any further determination to (b) (6), (b) (7)(C).

It was (b) (6), (b) (7)(C) who on (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) would not be re-hired. (b) (6), (b) (7)(C) had actually hired (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) and was not unfamiliar with (b) (6), (b) (7)(C)'s work history. (b) (6), (b) (7)(C) made the determination not to re-hire (b) (6), (b) (7)(C) after reviewing (b) (6), (b) (7)(C) work history and speaking with other staff. (b) (6), (b) (7)(C) review disclosed that (b) (6), (b) (7)(C) had incurred a number of performance issues, and concluded that there was no good reason to re-hire (b) (6), (b) (7)(C).

One such performance issue was when (b) (6), (b) (7)(C) had cut a patient's hair without authorization or permission to do so. At Attachment 2 you will see that (b) (6), (b) (7)(C) received a disciplinary warning for this on (b) (6), (b) (7)(C) 2017.

There were other incidents as well, no one of which may have warranted formal disciplinary action, but nevertheless gave (b) (6), (b) (7)(C) serious concerns about re-hiring (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) learned that (b) (6), (b) (7)(C) had on numerous occasions spoken to (b) (6), (b) (7)(C) about such items as going to lunch with another

(b) (6), (b) (7)(C) when they were supposed to go one at a time, continuing to park in the wrong parking lot after repeatedly being told not to do so, and leaving to get coffee without clocking out. (b) (6), (b) (7)(C) also was not impressed to learn that (b) (6), (b) (7)(C) had reacted by abruptly resigning when another employee was awarded (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) had sought.

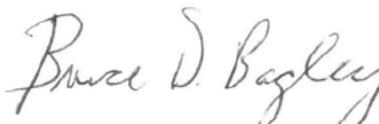
In short, while (b) (6), (b) (7)(C) may not have been a "terrible employee," (b) (6), (b) (7)(C) had not particularly distinguished (b) (6), (b) (7)(C) in a positive manner. Once (b) (6), (b) (7)(C) had resigned because (b) (6), (b) (7)(C) felt there were better employment opportunities elsewhere, Vibra had neither an obligation to bring (b) (6), (b) (7)(C) back nor any particular desire to do so. (b) (6), (b) (7)(C) felt that (b) (6), (b) (7)(C) had already shown by (b) (6), (b) (7)(C) prior resignation that (b) (6), (b) (7)(C) did not really want to commit to Vibra.

(b) (6), (b) (7)(C) was of course not the only former employee who at some point wanted to return to work at Vibra. (b) (6), (b) (7)(C), with prior attendance issues, was not rehired. (b) (6), (b) (7)(C), who had lied during an investigation concerning (b) (6), (b) (7)(C) use of sick leave, was not rehired. (b) (6), (b) (7)(C) who had resigned without proper notice after being coached for patient care issues, was not rehired. (b) (6), (b) (7)(C), with prior attendance issues, was not rehired.

Based upon all of the above, it should be clear that this ULP Charge has no merit. (b) (6), (b) (7)(C) would not have been rehired, because of (b) (6), (b) (7)(C) less than stellar work history, regardless of whether (b) (6), (b) (7)(C) had the title of (b) (6), (b) (7)(C) [in training] for two months. There is no evidence or even allegation of any anti-union animus generally or any animus directed to (b) (6), (b) (7)(C) generally or at (b) (6), (b) (7)(C) in particular. There are no allegations of independent Section 8[a][1] conduct. Quite frankly, Vibra had absolutely no reason to hold it against (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) had briefly been a (b) (6), (b) (7)(C) in training, and that latter fact played absolutely no role whatsoever in Vibra's determination not to offer (b) (6), (b) (7)(C) re-employment. We therefore respectfully request that the Regional Director dismiss this Charge at the earliest possible time.

Sincerely,

VIBRA HOSPITAL OF SACRAMENTO

By 
Bruce D. Bagley



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
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July 24, 2018

Sent Via E-Mail

Bruce D. Bagley Esq.
Vibra Healthcare
155 James Madison Dr.
Mechanicsburg, PA 17050

Re: Vibra Hospital of Sacramento
Case 20-CA-222669

Dear Mr. Bagley:

Thank you for the position statement that you already submitted in response to the allegations raised in the above-captioned charge. I am writing this letter to request additional evidence in response to the allegations. Set forth below are the allegations and issues on which your evidence is needed, a request to take affidavits, a request for documentary evidence, a request for your position on deferral, and the date for providing your evidence.

Allegations and Issues: In the above-captioned case, SEIU United Healthcare Workers West, herein called the Union, is alleging that around (b) (6), (b) (7)(C) of 2018, (b) (6), (b) (7)(C) resigned (b) (6), (b) (7)(C) employment with Vibra Hospital of Sacramento and that the Employer has failed to re-hire (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) Union activities, which include being (b) (6), (b) (7)(C) and also campaigning for the Union around the time of the February 2017 Union election.

Board Affidavits: I am requesting to take an affidavit from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and any other individuals that you believe have information relevant to the investigation of this matter. If (b) (6), (b) (7)(C) is no longer employed by the Employer, then I am requesting (b) (6), (b) (7)(C) phone number. If (b) (6), (b) (7)(C) is still employed by the Employer in a different position, then I am requesting to take an affidavit from (b) (6), (b) (7)(C). Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter, for the purposes of my taking sworn statements from them, constitutes less than complete cooperation in the investigation of the charge.

Documents: Please provide the following documents, along with any and all other evidence that you deem to be relevant to the case:

1. If the Employer has a written policy regarding its procedure for re-hiring employees, then please provide me with a copy of that policy.
2. Please provide me with any notes regarding former (b) (6), (b) (7)(C) conversation with former (b) (6), (b) (7)(C) around (b) (6), (b) (7)(C) of 2018 in which (b) (6), (b) (7)(C) requested to return to (b) (6), (b) (7)(C) employment with the Employer.
 - A. Please explain whether, to the Employer's knowledge, (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) during the aforementioned conversation that (b) (6), (b) (7)(C) did not need to turn in an application.
3. Please provide me with a complete copy of (b) (6), (b) (7)(C) personnel file, excluding any irrelevant medical information.
 - A. To the extent that the information is not already included in (b) (6), (b) (7)(C) personnel file, please provide me with any additional documentary evidence, including but not limited to internal memoranda, e-mails, letters, and/or notes, regarding and/or discussing (b) (6), (b) (7)(C) performance issues that resulted in the Employer not hiring (b) (6), (b) (7)(C) including (b) (6), (b) (7)(C) communications with (b) (6), (b) (7)(C) former supervisors when determining whether the Employer would re-hire (b) (6), (b) (7)(C).
4. In your position statement, you mentioned that (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) were not re-hired by the Employer. Please provide documentary evidence showing that they sought to be re-hired by the Employer and were not re-hired.
5. The Union is alleging that in or around March of 2017, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) had a conversation with (b) (6), (b) (7)(C) where they discussed how (b) (6), (b) (7)(C) had been talking about the Union with (b) (6), (b) (7)(C) co-workers. Please provide me with (b) (6), (b) (7)(C) version of that conversation and please provide any supporting documentary evidence, including but not limited to internal memoranda, e-mails, letters, and/or notes, regarding and/or discussing the alleged conversation.
 - A. Please explain whether (b) (6), (b) (7)(C) and/or (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) during the aforementioned conversation that (b) (6), (b) (7)(C) could only discuss the Union with (b) (6), (b) (7)(C) co-workers during certain times in certain locations.
6. The Union is alleging that during (b) (6), (b) (7)(C) conversation with (b) (6), (b) (7)(C) on or about May 3rd in which (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) would not be re-hired, (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) had been boisterous about (b) (6), (b) (7)(C) opinions in the past. Please provide me with (b) (6), (b) (7)(C) version of that conversation and please provide any supporting

documentary evidence, including but not limited to internal memoranda, e-mails, letters, and/or notes, regarding and/or discussing the alleged conversation.

- A. Please explain whether (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) during the aforementioned conversation that (b) (6), (b) (7)(C) had been boisterous about (b) (6), (b) (7)(C) opinions, or whether (b) (6), (b) (7)(C) said anything similar. If so, then please explain what (b) (6), (b) (7)(C) was referring to.
7. Please explain whether the Employer was hiring (b) (6), (b) (7)(C) around the time that (b) (6), (b) (7)(C) tried to seek re-employment with the Employer, and please provide any supporting documentary evidence.
 - A. If any other (b) (6), (b) (7)(C) were hired by the Employer around the time that (b) (6), (b) (7)(C) tried to seek re-employment with the Employer, then please explain whether any of them had formerly worked for the Employer. If so, then please provide me with their personnel files, excluding any irrelevant medical information.
8. Please explain whether (b) (6), (b) (7)(C) was qualified to work for the Employer as a (b) (6), (b) (7)(C) at the time that (b) (6), (b) (7)(C) sought to be re-hired. If (b) (6), (b) (7)(C) was unqualified, then please provide any supporting documentary evidence.

Deferral Assurances: I noticed that Section 16 of the collective bargaining agreement between the Employer and the Union states “Neither the Employer nor the Union shall discriminate against any employee on the basis of... Union membership or activity... in regard to hiring...” Therefore, the allegations in this charge may be eligible for deferral to the grievance and arbitration procedure between the Employer and the Union. Please explain whether you believe that deferral is appropriate, and whether the Employer is willing to waive time limits so that the Union can file a grievance over the issues in this charge. Also, please explain whether the Employer is willing to process the aforementioned grievance to arbitration if necessary and whether the Employer agrees that an arbitrator is authorized to decide the statutory issue of whether the Employer failed to hire (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) Union activities. If the Employer is willing to agree to this, then please provide me with written assurances of the Employer’s willingness. Lastly, please let me know whether the Employer anticipates that the grievance will be resolved within one year.

Date for Submitting Evidence: To resolve this matter as expeditiously as possible, you must provide your evidence and position in this matter by Friday, August 3, 2018. If you are willing to allow me to take affidavits, then please contact me by Thursday, July 26th to schedule a time to take affidavits. Electronic filing of position statements and documentary evidence through the Agency website is preferred but not required. To file electronically, go to **www.nlrb.gov**, select **E-File Documents**, enter the **NLRB case number**, and follow the detailed instructions. It is Agency policy that full and complete cooperation on your part in this investigation includes timely providing all material witnesses under your control to the investigating Board agent so that the witnesses’ statements can be reduced to affidavit form, and providing all relevant documentary evidence requested by the Board agent. The mere

submission of a position letter or memorandum, or the submission of affidavits not taken by a Board agent, does not constitute full and complete cooperation. The Region seeks such full and complete cooperation by the close of business on **Friday, August 3, 2018**. If I have not received all of your evidence by the due date or spoken with you and agreed to another date, then it will be necessary for me to make my recommendations based upon the information available to me at that time. Additionally, the Region will consider all of its options in order to complete its investigation, including the possibility of issuing investigative subpoenas for the witnesses and documents requested in this letter.

Please contact me at your earliest convenience by telephone, (202)406-0912, or e-mail, janay.parnell@nlrb.gov, so that we can discuss how you would like to provide evidence, and so that I can answer any questions you have with regard to the issues in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Janay Parnell". The signature is fluid and cursive, with the first name "Janay" and last name "Parnell" clearly distinguishable.

Janay Parnell
Field Examiner

Bruce D. Bagley
Direct Dial:
717.503.6641
Direct Fax:
717.260.1661
bbagley@vibrahealth.com

August 3, 2018

Janay Parnell, Field Examiner
Sacramento Resident Agent
National Labor Relations Board
Region 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

VIA E-MAIL

RE: Vibra Hospital of Sacramento
Case 20-CA-222629

Dear Ms. Parnell:

As you know, we have previously submitted our Position Statement in this matter, dated July 17, along with several relevant documents. On July 24, you requested additional information and documents. This is in response to your July 24 letter.

You had originally indicated it was the Union's claim that (b) (6), (b) (7)(C) was not re-hired because of (b) (6), (b) (7)(C) past activity as (b) (6), (b) (7)(C). Curiously, after you received our Position Statement, in which we totally debunked that theory of violation, your July 24 letter now asserts that (b) (6), (b) (7)(C) was not re-hired in retaliation for (b) (6), (b) (7)(C) Union activities generally "which include being (b) (6), (b) (7)(C) and also campaigning for the Union around the time of the February 2017 union election." We will take your revised theory as a tacit acknowledgement that (b) (6), (b) (7)(C) two month stint as (b) (6), (b) (7)(C) in training, in which (b) (6), (b) (7)(C) performed no actual (b) (6), (b) (7)(C) functions, was not consequential enough by itself to support the original 8[a][3] claim.

Not only did Vibra not discriminate against (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) had been (b) (6), (b) (7)(C) in training, it was in fact Vibra that had repeatedly requested SEIU to appoint (b) (6), (b) (7)(C) in the first place! From the date of

the Union's NLRB Certification until (b) (6), (b) (7)(C) was appointed (b) (6), (b) (7)(C) in late (b) (6), (b) (7)(C) 2017, Vibra wanted, indeed was practically begging, the Union to appoint (b) (6), (b) (7)(C).

At Attachment A is just one example of correspondence between Vibra and the Union regarding the Union's failure to appoint a (b) (6), (b) (7)(C) [which per the CBA the Union was required to do]. See, e.g., (b) (6), (b) (7)(C) email to (b) (6), (b) (7)(C) of July 27, 2017, lamenting that "the lack of (b) (6), (b) (7)(C) is causing delays in completing investigations" and urging the Union to appoint (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) advises that (b) (6), (b) (7)(C) also on numerous occasions verbally requested that the Union appoint (b) (6), (b) (7)(C).

This additional evidence should allay any lingering doubts you may have had regarding the original allegation that Vibra failed to re-hire (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) had been (b) (6), (b) (7)(C). It would make no sense for Vibra to have continuously urged the Union to appoint (b) (6), (b) (7)(C) and then choose to discriminate against that (b) (6), (b) (7)(C) after (b) (6), (b) (7)(C) was appointed. Rather, as we had stated in our Position Statement of July 17, (b) (6), (b) (7)(C) decided not to re-hire (b) (6), (b) (7)(C) after completing (b) (6), (b) (7)(C) review of (b) (6), (b) (7)(C) work history at Vibra, and not because of any Union activities or sympathies.

We had previously provided you with a copy of the disciplinary warning issued to (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) 2017 for cutting a patient's hair without authorization or permission. At Attachment B please find correspondence from (b) (6), (b) (7)(C) 2017 regarding (b) (6), (b) (7)(C) continuing failure to park in the correct employee parking lot. At Attachment C please find documentation from (b) (6), (b) (7)(C) 2018 regarding (b) (6), (b) (7)(C) having inappropriately clocked out for two 30 minute breaks. (Please note that no formal disciplinary actions were issued for these December and January incidents, i.e., there was certainly no effort by management to try to "build a record" on (b) (6), (b) (7)(C).

As you know, it was on April 2, 2018 that (b) (6), (b) (7)(C) called (b) (6), (b) (7)(C) and stated (b) (6), (b) (7)(C) would like to come back to Vibra. At Attachment D you will find (b) (6), (b) (7)(C) email of that date to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) leaving the decision regarding (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) but expressing reservations. (b) (6), (b) (7)(C) explained that (b) (6), (b) (7)(C) reservations were due to (b) (6), (b) (7)(C) perception that (b) (6), (b) (7)(C) had seemed discontented with (b) (6), (b) (7)(C) prior employment at Vibra and that (b) (6), (b) (7)(C) had to deal with a number of (b) (6), (b) (7)(C) performance issues, such as not clocking out when going for coffee, continuing to park in the wrong lot, etc.

Also on Attachment D you will see that on (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) would not be re-hired, and indicated to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) decision was based on the notes left to (b) (6), (b) (7)(C) by (b) (6), (b) (7)(C) [i.e., the April 2 email] and conversations (b) (6), (b) (7)(C) had about (b) (6), (b) (7)(C) with other staff.

Please be advised that the decision not to re-hire (b) (6), (b) (7)(C) was made solely by (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) is a contract employee, assigned to the Vibra location by (b) (6), (b) (7)(C) employer, Health Care Leadership Consulting. (b) (6), (b) (7)(C) has had two stints working at Vibra; (b) (6), (b) (7)(C) was the (b) (6), (b) (7)(C) from approximately (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C) 2017 and then again from around (b) (6), (b) (7)(C) to the present.

(b) (6), (b) (7)(C) states that (b) (6), (b) (7)(C) decision was based on the email that (b) (6), (b) (7)(C) received from (b) (6), (b) (7)(C) (Attachment D), as well as conversations (b) (6), (b) (7)(C) had with other staff during the time period between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) does not recall actually speaking with (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) email of (b) (6), (b) (7)(C) and states that the latter was one of about 30 emails that (b) (6), (b) (7)(C) left for (b) (6), (b) (7)(C) dealing with a wide variety of matters. It would not at all be surprising that (b) (6), (b) (7)(C) did not speak with (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) last day of employment at Vibra was the following day, (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) further recalls that sometime during the period between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) came to the Hospital on one occasion to visit patients. After that visit, several staff members approached (b) (6), (b) (7)(C) and voiced concerns about (b) (6), (b) (7)(C) possibly returning to Vibra. It was suggested to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) not be re-hired because of what they deemed to be (b) (6), (b) (7)(C) negative attitude and stated that (b) (6), (b) (7)(C) would do things like leave the Hospital on (b) (6), (b) (7)(C) 15 minute break to get coffee and then would spend additional time when (b) (6), (b) (7)(C) returned handing out the coffees. There was never any suggestion made to (b) (6), (b) (7)(C) by staff or by (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) not re-hire (b) (6), (b) (7)(C) because of the latter's Union activities.

(b) (6), (b) (7)(C) states (b) (6), (b) (7)(C) had absolutely no knowledge of the fact that (b) (6), (b) (7)(C) had even been appointed (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) 2017, until sometime after the instant ULP Charge was filed. Please note that (b) (6), (b) (7)(C) was not working at Vibra in (b) (6), (b) (7)(C) 2017 when (b) (6), (b) (7)(C) was appointed (b) (6), (b) (7)(C) in training, nor was (b) (6), (b) (7)(C) there when (b) (6), (b) (7)(C) resigned in (b) (6), (b) (7)(C) 2018. ((b) (6), (b) (7)(C) two month stint (b) (6), (b) (7)(C) in training was therefore literally a non-event from (b) (6), (b) (7)(C) perspective.) (b) (6), (b) (7)(C) emphatically denies that (b) (6), (b) (7)(C) decision regarding (b) (6), (b) (7)(C) had anything to do with the latter being (b) (6), (b) (7)(C) or any other alleged Union activities/sympathies.

On (b) (6), (b) (7)(C) spoke with (b) (6), (b) (7)(C) by phone, and informed (b) (6), (b) (7)(C) would not be re-hired. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was relying primarily on what (b) (6), (b) (7)(C) had told (b) (6), (b) (7)(C) and recalls telling (b) (6), (b) (7)(C) about the specific points referenced in (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) email. The conversation ended amicably, and at no time did (b) (6), (b) (7)(C) complain that this decision was somehow based on (b) (6), (b) (7)(C) Union activities or sympathies. Nor did (b) (6), (b) (7)(C) ever pursue the matter further by contacting (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C). (More about the (b) (6), (b) (7)(C) phone conversation will be discussed below.]

With regard to other possible pro-Union activities allegedly engaged in by (b) (6), (b) (7)(C) was not by any means a prominent Union supporter, as compared to many other Vibra employees. (b) (6), (b) (7)(C) was not part of the Union's contract negotiating team, as were five or six Vibra employees. We invite you to contact the very prominent Union supporters, such as (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C), as we are confident they will tell you they have not been discriminated against or mistreated in any way because of their Union activities. If (b) (6), (b) (7)(C) claims (b) (6), (b) (7)(C) was particularly active or prominent in campaigning for the Union prior to the last election, that fact is unknown to management.

Turning now to your document requests, per Item 1, there is no such written procedure or policy.

Regarding Item 2, there are no notes other than what is at Attachment D. As for Item 2 A, we have no knowledge as to whether (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) would need to file a written employment application, but that is indeed the practice.

Concerning Item 3, I will email (b) (6), (b) (7)(C) personnel file to you under separate cover. As for Item 3A, those documents are provided at Attachments B, C, and D.

Per Item 4, Attachment E shows that former employee (b) (6), (b) (7)(C) applied for re-employment but was not re-hired. Attachment F shows that former employee (b) (6), (b) (7)(C) applied for re-employment but was not re-hired. The other two individuals referenced in our Position Statement, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), were not re-hired but there is no similar documentation because they never formally applied after being told they would not be re-hired.

Regarding Item 5, neither (b) (6), (b) (7)(C) nor (b) (6), (b) (7)(C) are still employed at Vibra. (b) (6), (b) (7)(C) left Vibra's employment in (b) (6), (b) (7)(C) 2018 [before (b) (6), (b) (7)(C) asked to be re-hired] and (b) (6), (b) (7)(C) left on (b) (6), (b) (7)(C). We have no documentation of any conversation they may have had with (b) (6), (b) (7)(C) a whole year earlier in March of 2017. From your description of the matter, it appears that perhaps the conversation dealt with Vibra's policy of not allowing solicitation in patient care areas and/or on the employee's working time. Obviously if there was such a conversation, it was not significant enough in the eyes of (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) to even document.

Concerning Item 6, the only documentation of the (b) (6), (b) (7)(C) conversation between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) is at Attachment D. (b) (6), (b) (7)(C) denies saying that (b) (6), (b) (7)(C) had been "boisterous about (b) (6), (b) (7)(C) opinions in the past." (b) (6), (b) (7)(C) does recall informing (b) (6), (b) (7)(C) of (b) (6), (b) (7)(C) reservations, including but not limited to (b) (6), (b) (7)(C) reference to (b) (6), (b) (7)(C) "attitude of discontent."

Regarding Item 7, after (b) (6), (b) (7)(C) left Vibra in (b) (6), (b) (7)(C) 2018, a replacement for (b) (6), (b) (7)(C) was hired in (b) (6), (b) (7)(C). The replacement was (b) (6), (b) (7)(C). The next (b) (6), (b) (7)(C) hire was (b) (6), (b) (7)(C), who started on (b) (6), (b) (7)(C). Neither (b) (6), (b) (7)(C) nor (b) (6), (b) (7)(C) were former Vibra employees. Vibra has not been actively recruiting (b) (6), (b) (7)(C) as the patient census has been low.

As for Item 8, we have never stated that (b) (6), (b) (7)(C) was not "qualified" to be a (b) (6), (b) (7)(C). But, as (b) (6), (b) (7)(C) filed no formal application, Vibra did not review whether (b) (6), (b) (7)(C) certifications were current, did not perform a reference check, etc., all of which would have needed to be done before (b) (6), (b) (7)(C) could have been returned to employment.

We trust that you will find the above and attached to be fully responsive to your RFE, and it remains Vibra's position that this Charge is meritless. (b) (6), (b) (7)(C) pro-Union activities [if any] and/or sympathies were moderate at best, particularly as compared to many of (b) (6), (b) (7)(C) co-workers. The allegation that in (b) (6), (b) (7)(C) 2017 (b) (6), (b) (7)(C) may have been spoken to about when and where (b) (6), (b) (7)(C) could solicit for the union, even if true, simply does not constitute sufficient animus to support a claim of discriminatory refusal to re-hire in (b) (6), (b) (7)(C) 2018.

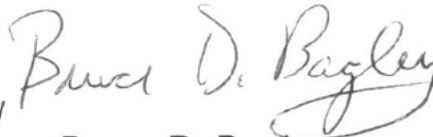
As for (b) (6), (b) (7)(C) being (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) might never even have been appointed by the Union but for Vibra's insistence that it was necessary for the Union to finally appoint (b) (6), (b) (7)(C). And as noted previously, (b) (6), (b) (7)(C) activities as (b) (6), (b) (7)(C) were virtually non-

existent, and played no role whatsoever in (b) (6), (b) (7)(C) decision not to re-hire (b) (6), (b) (7)(C)

Please recall that (b) (6), (b) (7)(C) decision was made at a time when the CBA had already been in effect for one year, at a time when the relationship between Vibra and the Union was amicable and otherwise unremarkable. There was no evidence of any independent Section 8[a][1] conduct or specific anti-union animus, nor was there any such allegation referenced in your RFE letter. For all of the reasons stated above, as well as those referenced in our July 17 Position Statement, we respectfully request that the Regional Director dismiss this Charge.

Sincerely,

VIBRA HOSPITAL OF SACRAMENTO

By 
Bruce D. Bagley

ATTACHMENTS TO VIBRA'S RESPONSE TO NLRB REQUEST FOR EVIDENCE LETTER

ATTACHMENT A EMAIL FROM (b) (6), (b) (7)(C) TO (b) (6), (b) (7)(C) DATED 7/14/17

ATTACHMENT B EMAIL FROM (b) (6), (b) (7)(C) TO (b) (6), (b) (7)(C) DATED 12/14/17

ATTACHMENT C EMAIL FROM (b) (6), (b) (7)(C) TO (b) (6), (b) (7)(C) DATED 1/5/18

ATTACHMENT D EMAIL FROM (b) (6), (b) (7)(C) TO (b) (6), (b) (7)(C) DATED 5/3/18

ATTACHMENT E EMAIL FROM (b) (6), (b) (7)(C) TO (b) (6), (b) (7)(C) DATED 3/26/18

ATTACHMENT F EMAIL FROM (b) (6), (b) (7)(C) RE CANDIDATE (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Friday, July 14, 2017 10:23 AM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)
Subject: Investigative Interview

Importance: High

(b) (6), (b) (7)(C)

We are trying to schedule an investigative interview with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) has requested a union representative. Unfortunately, it does not appear that the union has assigned (b) (6), (b) (7)(C) so we want to see if you are available on Monday or if any other union employee will be present for the interview. We are available Monday after 12pm.

Thanks!

(b) (6), (b) (7)(C)

Vibra Hospital of Sacramento
Office# (b) (6), (b) (7)(C)
Cell# (b) (6), (b) (7)(C)
Fax# (916) 351-8880
(b) (6), (b) (7)(C) @vhsacramento.com



(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Friday, July 28, 2017 4:20 PM
To: (b) (6), (b) (7)(C)
Subject: RE: (b) (6), (b) (7)(C)

Not at this moment. I just wanted to reiterate our conversation of the other day.

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) [seiu-uhw.org]
Sent: Friday, July 28, 2017 3:57 PM
To: (b) (6), (b) (7)(C)
Subject: RE: (b) (6), (b) (7)(C)

Hi (b) (6), (b) (7)(C)

For now I am available. Are there any pending investigations?

(b) (6), (b) (7)(C)

Hospital Division
(b) (6), (b) (7)(C) 1911 F Street
www.SEIU-UHW.org (b) (6), (b) (7)(C) seiu-uhw.org

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@vhsacramento.com]
Sent: Thursday, July 27, 2017 5:08 PM
To: (b) (6), (b) (7)(C)
Subject: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

As we discussed on Tues (7/25/17), the lack of (b) (6), (b) (7)(C) is causing delays in completing investigations. If a disciplinary action is needed we only have 10 days (excluding weekends, holidays, and employee days off) from knowing about the incident to issue a discipline. With you being the only one acting as a union representative during an investigative interview, we are hitting up against that date.

Please let me know once (b) (6), (b) (7)(C) have been selected.

Thanks!

(b) (6), (b) (7)(C)

Vibra Hospital of Sacramento
Office# (b) (6), (b) (7)(C)
Cell# (b) (6), (b) (7)(C)
Fax# (916) 351-8880
(b) (6), (b) (7)(C) vhsacramento.com

Bruce Bagley

From: (b) (6), (b) (7)(C)
Sent: Thursday, December 14, 2017 2:22 PM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)
Subject: RE: (b) (6), (b) (7)(C)

I will follow up with (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Wednesday, December 13, 2017 4:18 PM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)
Subject: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

I asked (b) (6), (b) (7)(C) to ask (b) (6), (b) (7)(C) to move (b) (6), (b) (7)(C) car and to talk to (b) (6), (b) (7)(C) about once again parking in the upper parking lot. (b) (6), (b) (7)(C) has been told before (b) (6), (b) (7)(C) cannot park up there. At some point (b) (6), (b) (7)(C) is going to need a disciplinary action because (b) (6), (b) (7)(C) keeps doing it. (b) (6), (b) (7)(C) has reminded (b) (6), (b) (7)(C) numerous times that (b) (6), (b) (7)(C) cannot park up there.

We are distributing the memo from (b) (6), (b) (7)(C) again this week but (b) (6), (b) (7)(C) knows the rules.

Thanks!

(b) (6), (b) (7)(C)

Vibra Hospital of Sacramento
Office# (b) (6), (b) (7)(C)
Cell# (b) (6), (b) (7)(C)
Fax# (916) 351-8880
(b) (6), (b) (7)(C)@vhsacramento.com



Bruce Bagley

From: (b) (6), (b) (7)(C)
Sent: Friday, January 05, 2018 2:30 PM
To: (b) (6), (b) (7)(C)
Subject: RE: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

I did talk to (b) (6), (b) (7)(C) yesterday regarding (b) (6), (b) (7)(C) clocking out for two 30 minute breaks.

(b) (6), (b) (7)(C) stated that when (b) (6), (b) (7)(C) clocked out at 10:30 (b) (6), (b) (7)(C) had to go to the store to get new scrub pants because (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). And our OR did not have any scrub pants that would fit (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) was taking (b) (6), (b) (7)(C) "real" lunch break when the union rep was here.

I reminded (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) does not have the right to take two lunch breaks for any reason, unless (b) (6), (b) (7)(C) gives us 24 hour notice and then (b) (6), (b) (7)(C) will have to stay at work an extra 30 minutes. I told (b) (6), (b) (7)(C) that since (b) (6), (b) (7)(C) had already clocked out for a 30 minute break (b) (6), (b) (7)(C) should only have taken a 15 minute break to meet with the union rep.

(b) (6), (b) (7)(C) apologized, stated that (b) (6), (b) (7)(C) understood, and stated that it would not happen again.

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Thursday, January 04, 2018 3:34 PM
To: (b) (6), (b) (7)(C)
Subject: FW: (b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Thursday, January 04, 2018 3:04 PM
To: (b) (6), (b) (7)(C)
Subject: (b) (6), (b) (7)(C)

Bruce Bagley

From: (b) (6), (b) (7)(C)
Sent: Thursday, (b) (6), (b) (7)(C) 2018 7:30 PM
To: (b) (6), (b) (7)(C)
Subject: FW: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C),
I spoke with (b) (6), (b) (7)(C) this evening and informed (b) (6), (b) (7)(C) that I will not rehire (b) (6), (b) (7)(C). My decision was based on notes that (b) (6), (b) (7)(C) left me and my conversations with staff.

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Monday, April 02, 2018 11:43 AM
To: (b) (6), (b) (7)(C)
Subject: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) quit about two months ago as (b) (6), (b) (7)(C) found a job closer to home.

(b) (6), (b) (7)(C) just called me and would like to come back as a per diem (which (b) (6), (b) (7)(C) can do immediately) or a PT (which (b) (6), (b) (7)(C) can do after May 15th when school lets out).

I'm leaving the decision up to you, but I wanted to express my reservations.

(b) (6), (b) (7)(C) was always a hard worker and took good care of (b) (6), (b) (7)(C) patients.

My reservations have to do with (b) (6), (b) (7)(C) attitude of discontent, which (b) (6), (b) (7)(C) freely shared with others.

I also had several conversations with (b) (6), (b) (7)(C) regarding other issues: 1) going to lunch with another (b) (6), (b) (7)(C) when they are supposed to go one at a time, 2) continuing to park in the upper parking lot after (b) (6), (b) (7)(C) has been told (b) (6), (b) (7)(C) cannot park up there, 3) leaving to go get coffee and not clocking out. These issues were in addition to (b) (6), (b) (7)(C) general attitude of discontent.

Again, I leave it up to you on whether you rehire (b) (6), (b) (7)(C) or not.

Thanks,

(b) (6), (b) (7)(C)

Vibra Hospital Sacramento
330 Montrose Drive
Folsom, CA 95630
Office: (b) (6), (b) (7)(C)
Cell: (b) (6), (b) (7)(C)

Bruce Bagley

From: (b) (6), (b) (7)(C) (b) (7)(C)
Sent: Monday, March 26, 2018 7:17 PM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)
Subject: FW: (b) (6), (b) (7)(C) submitted for (b) (6), (b) (7)(C) Full Time Part Time
Importance: High

(b) (6), (b) (7)(C)

(b) (6) is not eligible for rehire.

Thanks!

From: Talent Team [mailto:donotreply@invalidemail.com]
Sent: Monday, March 26, 2018 4:16 PM
To: (b) (6), (b) (7)(C)
Subject: (b) (6), (b) (7)(C) submitted for (b) (6), (b) (7)(C) Full Time Part Time
Importance: High

Candidate (b) (6), (b) (7)(C) has been submitted for (b) (6), (b) (7)(C) Full Time Part Time.

Source: Former Employee
Company: Vibra Healthcare, LLC
Hospital: Vibra Hospital of Sacramento - Folsom, CA
Position: (b) (6), (b) (7)(C) Full Time Part Time
Candidate Details:

<https://chj.tbe.taleo.net/dispatcher/login.jsp?link=CandidateView&id=163369&lSign=bSSjq9tv94KtkuUSmvQpVvVTadN2Xg33LEdc7FNd9Gc%3D&org=VIBRHEAL>

Note: To stop receiving this message whenever a candidate applies to one of your requisitions, go to your My Settings page and unselect this setting.

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Friday, July 27, 2018 4:33 PM
To: (b) (6), (b) (7)(C)
Subject: Sent from Snipping Tool



Candidate: (b) (6), (b) (7)(C)

Yes

No

Change Candidate to Not Selected ?

Would you like to change status of candidate

(b) (6), (b) (7)(C)

specific to requisition (b) (6), (b) (7)(C) Part Time Full Time Days Nights - [9765]

to Not Selected ?

Requisition-specific reason for rejection:

--

Note: Your Taleo Business Edition Administrator can change the options in this list.

☐ Send rejection email to candidate. (View Email Template)

Please add explanatory text for record-keeping purposes:

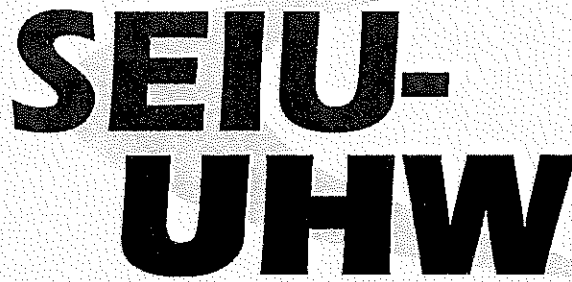
Comments:

Mar 2018 HR Note - Employee lied during investigation when employed at Vibra Hospital of Sacramento

Yes

No

<https://chj.tbe.taleo.net/chj04/ats/candidates/SetStatus.jsp?act=5001&actionId=5001&et=CAREQ&id=38287&orgCode=VIBRHEAL&pipeSeparatedParamNames=%7Cact%7CactionId%7Cet%7Cid%7Cor%7CorgCode%7CpipeSeparatedParamNames%7CreqId%7CurlSignatureTimestamp%7C&reqId=9765&urlSignature=%2B8%2B6NV8ljQ6elokkSNbwXA4vOSXbTSdgW%2B9A1uFsdgo%3D&urlSignatureTimestamp=1532734026848>



United Healthcare Workers West

United Healthcare Workers – West

Service Employees International Union
CTW, CLC

560 Thomas L. Berkley Wy.
Oakland, CA 94612

510-251-1250 □ 800-585-4250

www.seiu-uhw.org
Quality Healthcare for All

Collective Bargaining Agreement with



VIBRA HOSPITAL OF SACRAMENTO, LLC

May 19, 2017 – May 31, 2020

Table of Contents

AGREEMENT	1
PREAMBLE	1
SECTION 1 RECOGNITION.....	2
SECTION 2 UNION MEMBERSHIP	3
SECTION 3 MANAGEMENT RIGHTS.....	5
SECTION 4 UNION REPRESENTATIVES	7
SECTION 5 BULLETIN BOARDS	9
SECTION 6 SENIORITY.....	10
SECTION 7 CATEGORIES OF EMPLOYEES	14
SECTION 8 PAY PRACTICES, PREMIUMS AND OVERTIME PAY	15
SECTION 9 WAGES/INCREASES	17
SECTION 10 LABOR-MANAGEMENT COMMITTEE (LMC)	18
SECTION 11 HOURS OF WORK	19
SECTION 12 SAFETY	20
SECTION 13 GRIEVANCE AND ARBITRATION PROCEDURE.....	21
SECTION 14 DISCIPLINE/DISCHARGES	23
SECTION 15 PROBATIONARY PERIOD	25
SECTION 16 NON- DISCRIMINATION	26
SECTION 17 SUBCONTRACTING	27
SECTION 18 SUCCESSORSHIP	28
SECTION 19 HEALTH/DENTAL/PRESCRIPTION/VISION/LIFE/DISABILITY INSURANCE.....	29
SECTION 20 401 (k) RETIREMENT PLAN.....	30
SECTION 21 PAID TIME OFF (PTO)	31
SECTION 22 HOLIDAY PAY	35

SECTION 23	PERSONAL/MEDICAL/MILITARY LEAVES OF ABSENCE.....	37
SECTION 24	BEREAVEMENT LEAVE	40
SECTION 25	JURY DUTY.....	41
SECTION 26	EDUCATIONAL PROGRAM.....	42
SECTION 27	LICENSURE AND/OR CERTIFICATION	43
SECTION 28	JOB DESCRIPTIONS	44
SECTION 29	LOCKERS.....	45
SECTION 30	LONG-TERM DISABILITY INSURANCE PROGRAM AND FSA PLAN.....	46
SECTION 31	REPLACEMENT OF GLASSES	47
SECTION 32	CONTAGIOUS DISEASES.....	48
SECTION 33	NO STRIKE/NO LOCKOUT	49
SECTION 34	SAVINGS CLAUSE.....	50
SECTION 35	TERM OF AGREEMENT	51
APPENDIX A	JOB CLASSIFICATIONS.....	53
APPENDIX B	WAGE SCALES	54
APPENDIX C	SACRAMENTO VIBRA PTO POLICY.....	57
APPENDIX D	TUITION REIMBURSEMENT PROGRAM.....	61

AGREEMENT

This Agreement is entered into, by and between Vibra Hospital of Sacramento, LLC located at 330 Montrose Dr. Folsom, CA, 95630 (hereinafter referred to as "Employer" or "Hospital") and SEIU United Healthcare Workers - West(hereinafter collectively referred to as the Union.)

PREAMBLE

The Parties recognize that it is to their mutual advantage and for the protection of the patients to have efficient and uninterrupted operations of the Hospital. This Agreement is for the purpose of establishing such harmonious and constructive relationships between the Parties that such results will be possible. The Union agrees with the objectives of achieving the highest level of employee performance consistent with safety, good health and sustained effort. Both the Union and the Employer shall use their best efforts to effectuate these objectives. The Parties agree the patients enjoy unalienable rights to safe and adequate patient care, to be treated with dignity and respect, and shall exercise their best efforts to ensure care is consistent with applicable laws.

SECTION 1 RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining agent for all employees covered by this Agreement as listed within Appendix A. This Agreement shall apply to employees working in the following bargaining unit: Vibra Hospital Sacramento.

BARGAINING UNIT:

All full-time, regular part-time, and per diem service employees, business office clerical employees, maintenance employees, and technical employees employed by the Employer at its facility located at 330 Montrose Drive Sacramento California, including the following classifications: Certified Nursing Assistant, monitor technicians, unit clerks, LVNs, operating room technicians, food service employees, Cook, respiratory therapists, phlebotomists, pharmacy technicians, medical record coders, receptionists, materials clerks, and materials management clerks.

Excluded: All other employees, including professional employees, registered nurses, confidential employees, guards, engineer, and supervisors defined by the Act.

- An LVN or CNA who is regularly scheduled as a dual-function employee, that is, an LVN or CNA who is regularly scheduled to work in a job classification covered by the Agreement part of the time and who is regularly scheduled to work in a job classification excluded from the Agreement part of the time, shall be considered covered under the Recognition clause of the Agreement (provided that the majority of his/her hours are routinely performing bargaining unit work).
- If the Employer creates a new job classification, whose duties are included within the scope of duties currently performed by a classification existing in the Agreement, such new classification shall be included in the existing bargaining unit.

SECTION 2 UNION MEMBERSHIP

- 1.** Not later than the thirty-first (31) day following the beginning of employment, or the effective date of this Agreement, or the execution of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union, paying the periodic dues and initiation fees uniformly required of Union members, or, in the alternative, shall, as a condition of employment, pay a fee in the amount equal to the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, or if the employee objects to the payment of that agency fee, such employee shall, as a condition of employment, pay that portion of the agency fee that is related to the Union's representation costs.
- 2.** At the time a new employee is hired who will be subject to this Agreement, the Employer shall deliver to the employee a written notice (provided by the Union) stating that the Employer recognizes the Union as the exclusive collective bargaining agent for the employees covered by this Agreement and quoting or paraphrasing the provisions of this Section of the Agreement. Not later than the tenth (10th) day of the following month, the Employer shall supply the Union with the names, addresses, and classifications of work of new employees and the names of the employees terminated. The Employer and the Union shall maintain standard forms and routines for the handling and processing of such notices to employees and to the Union.
- 3.** Not later than fifteen (15) calendar days following written notification to the Employer from the Union that an employee has failed to comply with the requirement of 3.1 above, the Employer shall terminate the employee. It is the Union's responsibility to notify such employee in writing, with a copy to the Employer, of his/her obligation under the provisions of this Section and of the intentions of the Union.
- 4.** The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that arise out of or by reason of any action that shall be taken by the Employer in compliance with this Section.
- 5.** In case of such termination by the Employer, the employee may appeal the matter to a committee equally composed of Employer and Union representatives. Unless so appealed, the discharge shall be completed within seven (7) days.
- 6.** The Employer shall present new employees with a "Union Check-Off Authorization Form," and, upon voluntary signed authorization by the employee, the Employer agrees to deduct the Union dues and initiation fees and remit same to the office of the Union on a monthly basis. The Employer shall also include a list of names and social security numbers of those employees for whom the dues

and initiation fees were deducted. The Employer and the Union shall maintain standard authorization forms for presentation and processing purposes. The Union shall provide the Employer with reasonable advance notice of any changes in the manner or the amount of dues to be deducted and shall allow the Employer a reasonable amount of time to implement any changes.

- 7.** The Employer shall take our COPE deductions for the Union (Voluntary contributions to the Union's Committee on Political Education [COPE] fund).
- 8.** The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities that arise out of or by reason of any action that shall be taken by the Employer in complying with the foregoing provisions of this Section. The Union shall have no monetary claim against any hospital by reason of failure to perform under this Section.

SECTION 3 MANAGEMENT RIGHTS

The Union and the Employer agree that all rights, powers or responsibilities of the Employer existing before the execution of the Agreement are retained by the Employer and that these rights, powers and responsibilities, unless expressly modified, restricted or abridged by this Agreement, shall belong solely and exclusively to the Employer during the term of this Agreement. Nothing in this Agreement shall be construed to limit, impede or impair the right of the Employer to manage the operation of its business. Such rights shall include, but not be limited to the following matters:

- the right to manage the Employer's business and property,
- the right to determine the standards of service to be provided and standards of productivity and performance of its employees,
- the right to determine nursing, teaching and other professional standards and methods,
- the right to determine the size and composition of the workforce,
- to determine educational standards,
- to decide the number and location of offices, buildings, facilities and physical plant, and to decide the quantity and type of equipment to be used in its operations,
- to determine the condition and speed of such equipment and the content of job classifications,
- to promulgate reasonable rules and regulations,
- to select supervisory and managerial employees, staffing methodologies, staffing patterns and work areas,
- to determine the method and place of performing work including the introduction of improved production methods or facilities,
- to determine the scheduling of work and work breaks, starting and quitting times,
- to establish standards of quality and quantity of work to be done, which includes quality standards relating to patient care and customer service,
- to determine whether any part of the whole of its operations shall continue to operate,
- to maintain order and efficiency in its facilities and operations,
- to discharge probationary employees for any reason whatsoever,
- to determine the duties of employees, to hire, to layoff, to assign, to transfer,
- to determine the qualifications of employees,

- to hire, transfer, promote and demote employees, to require overtime, to determine the number of hours to be worked. To decide all equipment (safety or otherwise), machines, patient and employee record keeping, timeclock and other mechanical devices to be used, subject to the terms of this provision.
- to discipline and discharge employees subject to the provisions of this Agreement.
- to determine and re-determine the introduction, termination or substitution of any technological change or clinical development to existing techniques or equipment.

The foregoing statement of rights of management and of Employer functions is not all-inclusive and shall not be construed in any way to exclude other Employer functions not specifically enumerated, except when such rights are specifically abridged or modified by this Agreement. Additionally, management shall have the right to continue to perform bargaining unit work, but only when consistent with past practices in effect prior to this Agreement. Examples include but are not limited to the following: Kitchen Manager and Supervisors currently assist with cash register and serve line; RN or Supervisor may cover for Monitor Tech when latter calls out; Managers or HR personnel cover for Receptionist when they are on break.

SECTION 4 UNION REPRESENTATIVES

The Employer recognizes the right of the Union to designate up to five (5) Union Stewards and up to three (3) alternates who shall be Bargaining Unit Employees. The authority of the Stewards shall be limited to and shall not exceed the following duties and activities agreed to this paragraph:

- The discussion and investigation of grievances and presentation of grievances to the Hospital or the designated Hospital Representative in accordance with the provisions of this Collective Bargaining Agreement. However, the Hospital is under no obligation to pay Stewards for time spent in grievance meetings which occur outside the normal scheduled workweek.
- The Steward shall not neglect his/her work or interfere with the work of others. He/she shall not leave his/her department or work station or enter another department or work station without authorization of his/her Supervisor and the Supervisor of the department he/she wishes to enter. Permission will not be arbitrarily denied. The Steward will indicate the name of the person(s) he/she desires to see and the reason. Stewards shall be entitled to enter and remain on the premises before and after their regular shift and on non-work days, for the purpose of reasonably exercising their duties. The Steward shall request permission from the CEO or designee and report to the office at the time of any such visit, informing the CEO or the person designated. Such Steward's visits shall not exceed a reasonable length of time and shall not interfere with the normal conduct of work. In no case shall these visits be considered as work time for the Steward for any purpose.
- The Union shall supply the Hospital with a list of Stewards immediately after their designation, and the Union shall notify the Hospital of any changes. Recognizing the needs of patient care, it is agreed that employees shall perform their duties as assigned reserving the right to file a grievance at a later date as the employee or Union deems necessary (i.e., obey now and grieve later).
- Under no circumstances shall the Union or a Steward instruct an employee not to perform assigned work, shall not direct any employee how to perform assigned duties, shall not countermand the order of any supervisor and shall not interfere with the normal operations of the Employer or any other employee. Activities as the Steward shall in no way interfere with any assigned duties as an employee.
- A field representative of the Union shall be allowed to visit the premises of the Employer for the purpose of union business. This privilege shall be exercised reasonably. The Union representative shall contact the Employer at least 24 hours prior to a visit in order to make arrangements for the visit, and will upon

arrival report to the Hospital CEO/CCO or his/her designee. The Union representative shall not interfere with the normal conduct of work and the Employer shall not interfere with the union visit. The Union recognizes that Union business should not be discussed in patient care areas, or in the nurses' station.

- The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in the performance of their duties of investigating and presenting adjustments of disputes as provided in this Section.
- For the purposes of benefit coverage and seniority, time spent by employees in negotiations shall be credited as hours to maintain benefit eligibility and the Employer shall continuously maintain premium payments for benefit coverage, where applicable.
- The Employer shall not compensate employees for time spent in negotiations or in preparation for negotiations; however, employees may use their PTO time, if PTO hours are otherwise available.

SECTION 5 BULLETIN BOARDS

The Hospital agrees to provide a bulletin board for the Union to post notices. The Union agrees that it will not use the board for the posting of any material that is derogatory or inflammatory.

SECTION 6 SENIORITY

1. Defined:

Seniority shall commence on the most recent date of hire into the bargaining unit as a regular full-time or part-time employee subject to termination of seniority provisions elsewhere in this Agreement. Per diems shall have no seniority, except among themselves.

2. Cancellations:

The Hospital retains discretion to make hours reductions and/or canceling shifts scheduled based on operational needs (including a reduction in census), and nothing in this Agreement shall in any way restrain the Hospital in its ability or timing of making such reductions (e.g., such reductions may be made even after the schedule has been posted). Any reductions shall be made by job classification, individuals scheduled in an overtime shift, then voluntary, then per diem, then by full and part-time rotating seniority on a shift by shift basis.

3. Layoff and Recall:

- In the event that the Hospital decides to layoff or reduce the number of hours worked for regularly scheduled employees and/or reorganize the staffing plan for a shift or department, it will notify the Union and the impacted employees.
- The Hospital will make reasonable efforts to inform employees and the Union of a layoff fourteen (14) days prior to any layoff.
- Seniority shall be by specific job classification and shall apply in cases of layoff and/or recall, except in cases where specialized work, skill, licensure or trained personnel are required.
- Layoff/Reduction in hours and/or status procedure. The Hospital shall first request volunteers for layoff or reduction in hours and/or status. If the Hospital cannot achieve the needed reductions through voluntary layoffs or reduction in hours and/or status, the Hospital will select the least senior employee in each affected job classification within each department by shift until the Hospital has achieved the needed reductions. The Hospital retains the right to rebalance the shifts after the layoff by first asking for volunteers and then going by reverse seniority. Any employee selected for layoff may apply for any vacant positions for which the employee is qualified on the Hospital's career webpage.

4. **Permanent Vacancies:**

Vacancies for all bargaining unit positions and hours which the Hospital determines to fill will be posted on the Hospital's career website. Current active employees who wish to be considered for such posted vacancies shall register their request by completing on-line internal application on the Hospital's career website. All candidates must meet the qualifications of the posted position. The position will be awarded to the qualified candidate with the most seniority in the posted classification, but if no candidates have seniority in the posted classification, then Hospital seniority shall prevail. However, this provision shall in no way limit the Hospital's right to seek outside applicants. Should an outside applicant possess verifiable greater qualifications than any of the internal applicants the Employer may hire such external applicant. Any employee awarded a position in a different classification, will be provided a new introductory period. If the employee is unsuccessful in the new introductory period, she or he will have the following options: return to previous position if the position is vacant, or be placed on an unpaid leave of absence for up to 90 days during which time she or he can apply for vacant positions as described herein. The Employer remains free to fill any vacant position on a temporary basis while it follows the process set forth in this Section. The Employer shall, in its sole discretion, determine when there is a vacancy.

5. **Termination of Seniority:**

Seniority shall be terminated under the following circumstances. These circumstances shall not be the exclusive instances in which employees may be discharged or otherwise lose their positions with the Hospital:

- Employee discharged for cause (as defined elsewhere in this Agreement);
- Employee resigns;
- Employee fails to return from Leave of Absence in accordance with the terms of the leave;
- Employee gives a false reason for a Leave of Absence or engages in employment during such Leave of Absence without prior written consent from the Employer;
- Employee laid off for six (6) months or more (or for lesser period to match the employee's Leave of Absence if less than six (6) months); or
- Employee transfers into a non-bargaining unit position.

6. **Additional Work:**

The Employer shall establish a procedure to identify employees who are interested in being contacted for additional hours of work. Employees who fail to sign up to be called in or to be notified as outlined in the established procedure shall have no rights under this Section. The Employer is not obligated to call an employee for available hours and/or shift resulting in overtime.

With regard to employees who have identified themselves, in seniority order as available for extra hours of work, the Hospital will follow the following call-in procedure in the event of a call-out. In the event of a call-out the Hospital will select the first (1st) employee that accepts:

- Full and Part-time employees available at a non-overtime rate by seniority
- Available per diem employees by seniority
- Employees by seniority available at overtime rates on the availability list
- Any employee willing to work the available hours.

If before any of the above employees are able to report to work, and the Hospital believes immediate coverage is necessary, the Parties recognize a volunteer(s) may cover the gap period prior to the arrival of the called-in employee.

With regard to employees who have identified themselves as available for extra hours of work, the Hospital will follow the same sequence detailed above with the requirement that employees must respond within 24 hours to the Hospital's offer of extra hours of work.

The employee is responsible for maintaining updated contact information for the purposes of contacting for extra hours of work.

7. **Overtime:**

The Hospital shall make reasonable efforts to distribute overtime equally among bargaining unit employees who have elected to be contacted for additional hours as outlined above.

8. **Mandatory Overtime:**

The parties agree that Mandatory Overtime (or mandatory extra shifts) is not a preferred practice but that it is sometimes necessary in extraordinary cases or states of emergency. The Parties agree, when necessary, the Hospital will mandate overtime or extra shifts of available staff by reverse rotating seniority. In instances where mandatory overtime or mandatory extra shifts are required, the Employer shall try to accommodate the mandated employee's needs as best as possible under the circumstances (e.g., extra calls home; short visit home; shorter shift; etc.).

9. **Workload:**

The Hospital shall attempt to distribute workloads equitably.

SECTION 7 CATEGORIES OF EMPLOYEES

Employment Status

All employees of Vibra are assigned an employment status based on their work schedules, as follows:

- **Regular Full-Time Employee:** Employees who are in a classification covered by this Agreement and who are regularly scheduled for 30 or more hours each pay week. Regular full-time Employees are eligible to participate in the Employee benefits detailed in this Agreement.
- **Regular Part-Time Employee.** Employees who are in a classification covered by this Agreement and who are regularly scheduled between 24-29 hours each pay week. Regular part-time employees are eligible to participate in the Employee benefits detailed in this Agreement.
- **Temporary Employees.** An employee who is hired for a limited period of time to fill a specific temporary need for a specific period of time. Such employees are not in the bargaining unit until such temporary employment exceeds 90 consecutive calendar days. At such time they become members of the bargaining unit and be covered by this agreement.
- **Per-Diem Employees.** Per-diem employees will be employed in accordance with Hospital policies. Per-diem employees are not eligible to receive any benefits other than those required by law.

Full-time and part-time employees may reduce his/her employment status to another status listed above. Such reduction in hours shall not be unreasonably denied.

SECTION 8 PAY PRACTICES, PREMIUMS AND OVERTIME PAY

Standards Preserved

No employee shall suffer any reduction in pay or benefits as a result of the signing of this Agreement or implementation of any of its provisions, unless otherwise agreed upon. The Employer shall continue to pay shift and weekend differentials and other special pay practices in effect upon ratification, as set forth below. The parties agree that any current pay practices in effect at the time of ratification that are not memorialized below may not be diminished or otherwise modified because such omission was unintentional. The intent of this Section is to codify existing pay practices and existing amounts into the Agreement. The Parties agree if there is a change to a pay practice, the Hospital will notify the Union of the change.

1. Rest Breaks:

Each employee shall be allowed a fifteen (15) minute rest period during each half shift of four (4) hours or more.

2. On-Call Premium:

An incentive paid for being on-call after regularly scheduled work hours and/or weekend hours. The on-call schedule is rotated among qualified employees in each designated area. Employees are compensated with an hourly premium paid on all hours of the scheduled on-call interval. On-call hours will be reduced by the number of call-in hours received if called-in to work. Eligible employees will be compensated for taking phone calls while away from work upon presentation of a call log and approved by the Employee's supervisor. The on-call designate must be available by phone and able to report to work as needed. Calls will be responded to within 30 minutes, if needed the employee will report to work within 1 hour. The on-call premium shall be \$6.00 per hour for hours assigned as on-call for the following positions: Surgical/OR Technicians, Radiology Techs, Maintenance Tech, and EEG Techs. If the Hospital desires to add classifications to this list, it will first notify and discuss with the Union

3. Call-In Pay:

Call-in pay is an incentive pay for employees to come in to work as needed while on-call. Employer pays a minimum of two (2) hours for each call-in occurrence. The Employer will pay time and one-half (1-1/2) for all call-in hours.

4. Shift Premiums:

The Hospital will pay hourly shift premium incentives for working during the second (2nd) and third (3rd) shift premium zones as defined below:

8 Hour Shift Premium:

Dietary:	Shift 2 (3p-11p) \$1.00 an hour
Plant Ops:	Shift 2 (3p-11p) \$1.75 an hour
	Shift 3 (11p-7a) \$2.50 an hour

12 Hour Shift Premium:

Monitor Tech:	Shift 2 (7p-7a) \$2.00 an hour
LVN:	Shift 2 (7p-7a) \$3.50 an hour
RT:	Shift 2 (7p-7a) \$3.50 an hour
C.N.A.:	Shift 2 (7p-7a) \$2.00 an hour

Shift premium will be paid on all hours worked including overtime and holiday.

The Hospital will continue its current practice regarding the \$1.00/per hour additional pay for working on weekends.

5. Preceptor Pay:

Employees assigned by management to precept will receive a one dollar (\$1.00) per hour preceptor pay differential while precepting. Precepting will only occur after it is approved by management for specifically determined hours.

6. Overtime Pay:

Employees who are not working under special agreements for ten (10) or twelve (12) hour shifts, are compensated for overtime in accordance with California guidelines:

California State Law Overtime

Overtime: All non-exempt employees who work more than eight (8) hours in a twenty-four (24) hour day, or work more than eighty (80) hours in a fourteen (14) day work period, will be paid one-half (1/2) times their regular rate of pay for all worked hours over eight (8) hours daily, or over eighty (80) hours in a 14 day work period in addition to their base rate of pay.

Double-time: All non-exempt employees who work more than twelve (12) hours in a twenty-four (24) hour day will be paid double (2x) their regular rate of pay for all worked hours over twelve (12) daily.

SECTION 9 WAGES/INCREASES

The chart in Appendix A sets forth the job classifications.

The current wage scales shall increase by 3% effective with the 1st full payroll period in June 2017. Those scales shall then increase by 3.5% in May 2018 and 4% in May 2019, on the first full payroll period following the anniversaries of the date of the ratification of this Agreement. Any employee who does not receive a wage increase when the scales are increased will receive a 2% bonus payment on her/his next anniversary date following the date of the increase in the scales; the bonus will increase to 2.5% effective with the 2018 scale increase. The employee must still be employed at the time of the bonus payment. The bonus payment shall be based upon the employee's preceding year's regular base wages (excluding OT, differentials, per diem pay, etc.). The current practice of providing merit wage increases will cease as of the end of May 2017. The wage scales are at Appendix B.

If the Employer intends to increase wages of employees during the term of this Agreement, the Employer shall bargain with the Union prior to making such increases in wages. The bargaining process must conclude within thirty (30) days of the Employer's written notification to the Union. If the Union and the Employer reach agreement or bargain to impasse, the Employer may grant the increases.

If any regulation or law mandates wage rates to be paid in excess of those in Appendix A of the Agreement, the Employer shall implement any changes so required. The Employer agrees to discuss any implementation with the Union prior to the implementation.

See Appendix B for Wage Scales

SECTION 10 LABOR-MANAGEMENT COMMITTEE (LMC)

A Committee consisting of up to three (3) bargaining unit employees to be chosen by the Union and up to four (4) persons designated by the Hospital shall meet at the request of either party, but no less than each calendar quarter, at mutually convenient times, for the purpose of discussing matters of interest and concern. An SEIU Representative may attend these meetings. The Committee shall not have authority to change, delete or modify any of the terms of the Agreement nor to settle grievances under this Agreement. No less than 3 business days prior to the scheduled meeting, the parties shall provide each other with agenda items to be discussed. Employee committee members shall be paid for their attendance but such meetings will not extend beyond 90 minutes unless the parties mutually agree to extend the LMC. Such time shall not be counted as working time for the purpose of overtime.

SECTION 11 HOURS OF WORK

Workday: The regular workday for most employees shall be either eight (8) hour or twelve (12) hour shifts, with a half hour (1/2) unpaid meal period and two (2) fifteen (15) minute paid rest periods. Employees who work more than eight (8) hour shifts, shall be permitted to waive their first or second lunch period as long as they do so in writing.

Regular Day: The regular day (for purposes of determining payment of overtime) shall be a period of twenty-four (24) consecutive hours commencing with the start of the employee's shift.

Regular Workweek: The regular workweek will be a period of seven (7) consecutive days commencing with the start of the payroll period.

Work Schedules: A schedule of starting and quitting times and days off will be posted on the employees' bulletin board available to all employees at least fourteen (14) days in advance. The Employer agrees to continue current practice of posting schedules thirty (30) days in advance where applicable. The Employer reserves its right to schedule to minimize overtime. This Section shall not preclude the Hospital from exercising its rights to establish new shifts for specific individuals or new shifts generally for classifications of employees, or for implementing new scheduling procedures or new schedules. The Employer will attempt to provide at least a thirty (30) days written notice to the Union of such above schedule changes to include but not limited to establishing new shifts, new scheduling procedures or new schedules.

SECTION 12 SAFETY

The Hospital agrees it will continue to adhere to all applicable federal and state laws with regard to the health and safety of its employees.

SECTION 13 GRIEVANCE AND ARBITRATION PROCEDURE

1. **Purpose:** The purpose of this procedure is to encourage the prompt and confidential settlement of grievances that may arise between the parties. Any and all disputes that may arise with reference to the application or interpretation of the provisions of this Agreement, which are not expressly excluded from the grievance and arbitration procedure by this Agreement, shall be taken up in the following procedure. Nothing in the grievance procedure shall prevent both parties from informally conferring on issues relating to a pending grievance or prevent an employee from discussing any problem with his or her supervisor or other management representative at any time, with or without his or her Union Steward or representative present, in an effort to resolve any work related issue prior to the filing of a formal grievance.
2. **Procedure:** All grievances must be presented in writing. Any grievance by the Union shall be submitted in writing to the CEO or his/her designee. Any grievance filed by the Employer with regard to specific violations of the contract shall be submitted to the Hospital Division Director or his/her designee. The written grievance shall set forth the nature of the complaint, the Section of the alleged violation, and be dated. If the issue involves the discharge or suspension of an employee, such written grievance must be submitted within ten (10) days, excluding weekends and holidays. If the issues involve other contractual matters, the written grievance must be submitted within 21 days of the occurrence of the matter or knowledge thereof by the Grievant or the Union. Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps, and any extension of such time limits must be in writing signed by both parties. The following shall be the procedure to be followed in the processing of every grievance:

STEP 1: The employee with the grievance shall discuss it with the immediate supervisor. The Union steward shall be present should the employee request.

STEP 2: Upon receipt of a written grievance, the Parties shall endeavor to meet to resolve the grievance within ten (10) days of receipt of grievance. The grievance shall be considered by the CEO and his/her designee and by the Union representative and his/her designee. If the matter is not resolved at such meeting, the party against who the grievance is filed shall provide the other party with its written response to the grievance within ten (10) days after the meeting is concluded. If the party fails to provide a written response within ten (10) days, the grievance shall be deemed denied.

Step 3 -Arbitration: If no satisfactory settlement is reached at Step 2, then within thirty (30) calendar days after the date of the written decision of the Party's designee, against whom the grievance is filed at Step 2, either Party may submit the

grievance to an arbitrator selected under the procedures of the American Arbitration Association (AAA) by filing with AAA and providing a copy of that filing to the other party. Prior to filing Step 3 for arbitration, either party may request in writing to meet with FMCS to mediate the dispute. This procedure is voluntary and neither party is required to agree to mediation.

In the event a procedural dispute concerning the arbitrability of any grievance, either party shall be entitled, at its options, to have the dispute decided by the arbitrator in advance, upon the expedited submissions of written letters (opening, opposition, reply). The arbitrator shall issue a written decision on the procedural issue within seven (7) days of receipt of final paperwork, which decision may include granting or denying the arbitrations, or ruling that a factual hearing is necessary to resolve the arbitrability issue and determining the sequence and timing of hearing procedural and substantive issues. The Parties agree to make their best efforts to ensure that any procedural disputes are resolved within thirty (30) days of the selection of the arbitrator.

The arbitrator's decision shall be issued within thirty (30) days of the submission of the post-hearing briefs, unless the Parties agree to allow additional time.

The decision of the arbitrator is final and binding on all parties. The expenses of the arbitrator and any other expenses connected with the formal hearing shall be shared equally between the Union and the Hospital. Each party shall make arrangements for and pay for the expenses of witnesses which are called by them. The powers of the arbitrator are limited as follows:

- The arbitrator shall have no power to add or subtract or modify any of the terms of this Agreement or any supplementary agreement.
- In the event a case is appealed to an arbitrator, and he/she finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- No more than one grievance shall be submitted to a single arbitrator at one time unless mutually agreed to, in writing, by both parties.
- Wages awarded through the Arbitration process shall be limited to the amount the Employee would have otherwise earned less any unemployment compensation that he/she did receive during the period in question.

In application of this Agreement, time limits are important. A Grievance or a Demand for Arbitration shall be considered untimely and waived if not presented and processed within the time limits set forth herein. All time limits and procedural requirements may be waived only by written agreement between the Employer and the Union.

SECTION 14 DISCIPLINE/DISCHARGES

1. The Employer has the right to immediately discharge any employee for just cause without prior warning for proven dishonesty, insubordination, insobriety (as a result of alcohol or drug use), willful negligence, or proven patient abuse. (In cases of patient abuse, the Employer need not prove the grievant's intent). This list is not intended to be exclusive of those offenses that justify immediate discharge.
2. Other offenses, including but not limited to, attendance/tardiness, incompetence, failure to perform work as required, a violation of Hospital Policies shall require the Employer to take disciplinary action within ten (10) days, excluding Saturday, Sunday, Holidays and the employee's day off, from the date of the alleged offense or discovery thereof. The Employer shall utilize progressive discipline for those offenses that may not warrant immediate discharge per paragraph 1 above.
3. The Union, acting on behalf of any employee, except employees disciplined or discharged within the probationary period, whom the Union believes to have been disciplined without proper cause, shall have the right to appeal such discipline in accordance with the grievance procedure set forth herein. The Employer shall provide copies of any written warnings to the employee and shall provide written notice of discharge or suspension to the employee and the Union. Written notice of any suspension or discharge need not be provided to the Union if the employee was provided with such written notice at a meeting at which a Union representative or Steward was present.
4. Upon request, employees shall be given the opportunity to review and make written comments to any document of derogatory, critical or negative nature that is to be placed in the employee's personnel file. Any document of this nature shall be signed and dated by the Employer for purposes of identifying the item as an official part of the employee's file.
5. The Employer shall not file in any employee's personnel file an initial investigation of an incident of possible patient abuse which is not proven, but the initial investigation along with recurring incidences may be considered in determining discipline in any subsequent incidents of possible patient abuse alleged against the same employee. Investigations proving an Employee was not involved in patient abuse shall be removed from the personnel file.
6. Disciplinary warnings or suspensions shall not be the basis for progressive discipline when those warnings or suspensions were issued more than 12 months before the incident precipitating the current discipline, and shall be considered removed from the personnel file. However, this shall not apply to any discipline involving allegations of patterns of patient abuse.

7. When the Employer intends to issue a written warning or to discharge or suspend an employee, the employee shall have the right to request the presence of a Union Steward at any investigatory meeting where disciplinary action against the employee may result. No employee shall be disciplined as a result of such a meeting where such employee was denied the presence of a Union Steward or Union representative, unless, after making a good faith effort, the Employer is unable to secure representation.
8. It is agreed that performance evaluations and performance conference reports shall not constitute disciplinary action under this Agreement. The Parties agree if matters of performance expectations are addressed within the evaluations and conference reports without improvement, the disciplinary or performance improvement plans may then be initiated.
9. The Employer shall post Hospital Policies for fourteen (14) days before changing existing Hospital Policies or adopting new Hospital Policies. Said Hospital Policies shall not be unlawful nor in conflict with the provisions of this Agreement. Employer agrees to exercise fair and reasonable judgement in the application of this Section.
10. Employees shall have the right to inspect their personnel files at reasonable times in the presence of an authorized representative of the Employer in accordance with applicable law.
11. In recognition of the special importance of patient care issues, allegations of patient care abuse by any employee of the facility shall be handled with special recognition of their seriousness and sensitivity. In cases not involving patient care issues, just cause shall have the traditional meaning of "cause" under traditional labor law principles.

SECTION 15 PROBATIONARY PERIOD

1. All non-bargaining unit employees who are hired into or transfer into a position covered by this Agreement scheduled 30 hours or more per pay week, whether or not previously employed by the Employer, shall be subject to the probationary period of ninety (90) calendar days, during which such employees may be terminated without cause and without the employee having recourse to the grievance procedure.
2. All non-bargaining unit employees who are hired into or transfer into a position covered by this Agreement scheduled less than 30 hours or more per pay week, whether or not previously employed by the Employer, shall be subject to the probationary period of one hundred twenty (120) calendar days, during which such employees may be terminated without cause and without the employee having recourse to the grievance procedure.
3. The probationary period may be extended upon the mutual agreement of the Union and the Employer provided that any such extension shall be reflected in writing, signed by both parties.

SECTION 16 NON- DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any employee on the basis of race, color, religion, sex, age, political belief, marital status, Union membership or activity, national origin or sexual orientation in regard to hiring, firing, promotion or any other condition of employment.

SECTION 17 SUBCONTRACTING

In the event that the Hospital determines to exercise its right to subcontract all or any part of the work under this Agreement, the Hospital will provide at least 45 days written notice of its decision to subcontract. In the event that the Hospital determines to exercise its right to subcontract all or any part of the work under this Agreement, the Hospital will ask the subcontractor to consider hiring the Hospital's current employees.

SECTION 18 SUCCESSIONSHIP

Employees whose employment is terminated as a result of a sale, closure, or transfer of operations, shall receive payment for one hundred percent (100%) of earned but unused PTO.

The Employer shall provide the Union with forty-five (45) days notice prior to any sale, merger, or transfer of its operations. Upon the Union's request, the Employer shall bargain over the effects of such change on bargaining unit employees.

SECTION 19 HEALTH/DENTAL/PRESCRIPTION/VISION/ LIFE/DISABILITY INSURANCE

The Hospital will provide eligible bargaining unit employees with the current benefits as described in and in accord with the Vibra Healthcare Enrollment Guide, a copy of which has been presented to the Union. Copies of this Guide are available to all bargaining unit employees on their benefit communication portal as described in the Enrollment Guide and/or may be obtained in hard copy from the Hospital upon request.

Current bi-weekly pretax employee contribution rates shall continue through the term of this Agreement.

If during the term of this contract the Hospital's benefits plan vendors materially modify or amend the terms of the benefit plans, then the Hospital will notify the union at least 30 days in advance of any changes to be made to the plans and will discuss any such changes with the union.

SECTION 20 401 (k) RETIREMENT PLAN

The Employer will provide bargaining unit employees with an opportunity to participate in its 401 (k) plan to the same extent and manner that it allows the facility's non-bargaining unit hourly employees to participate in the plan, as modified from time to time. Participation includes any Employer "match". For purposes of calculating an employee's seniority date or hire date for the purpose of determining whether any "match" payment has vested, no employee shall be deemed to have a hire date or seniority date earlier than the first (1st) day on which they actually began employment with this Employer.

SECTION 21 PAID TIME OFF (PTO)

Full time and regular part-time employees who are scheduled to work at least 24 hours per week may participate in the employers Paid Time Off Plan (PTO). If the Hospital makes changes to the Paid Time off policy, it will negotiate with the Union prior to implementing any change. It is further agreed that if the terms of the Employer's PTO policy specifically conflict with the terms of this contract, the terms of this contract shall be controlling. Such employer policy is attached as Appendix C.

Eligibility:

Employees will begin to accrue PTO beginning on their date of hire but may not use or be paid for accrued PTO until the beginning of the pay period following completion of 30 days of employment.

PTO will change to the next PTO accrual level based on the employee's benefit effective date as indicated within the payroll system. This date will be based on one of the following:

- If hired as a Full Time or Regular Part Time employee (24 hours or greater), the Benefit Effective Date is the start of the pay period they were hired in
- If status changed from Per Diem/Casual or Temporary to Full Time, or Part Time, the Benefit Effective Date is the start of the pay period the status change occurred.

Full or Regular Part-Time employees changing status to Per-Diem will have all accrued PTO paid out, provided successful completion of 30 days of employment has been completed, and no PTO will accrue beginning the effective date of the status change.

PTO will accrue on all hours paid up to a maximum of 80 hours per bi-weekly pay period.

PTO Pay:

- Pay will be based upon the employee's straight time hourly with no shift differential. Premium pay and bonus pay are not included in the calculation of PTO pay.
- PTO is not considered as "time worked" for the purposes of calculating overtime in the pay period in which it is used or paid.

- A PTO day is based upon an employee's regularly scheduled day
- PTO may be taken in increments of 4, 8, or 12 hours.
- Requests for paid time in excess of the employees available balance are not permitted

Inactive Status or Leave of Absence:

- PTO will not accrue while an employee is on an unpaid approved leave of absence
- An Employee on FMLA or other approved leave will be required to use their available PTO.
- PTO may be used to cover the bi-weekly benefit premiums while out on approved leaves.
- PTO may not be used to extend leaves past the applicable time limits.
- Upon return to eligible active status, the employee will resume PTO accrual

Approval and Scheduling:

Employees must request PTO in writing to the department director or manager. The request for PTO must be submitted based upon the department's procedures. Approvals of PTO requests are at the discretion of the department director or manager and will be granted only as the work schedule permits. Requests submitted for the same time period shall be granted by seniority.

PTO Use for All Scheduled and Unscheduled Absences:

Employees must use their available PTO for scheduled and unscheduled absences, including leaving work early due to illness or emergency, except where applicable law prohibits. PTO must be taken unless the time off is due to a shift cancelled by the Hospital.

PTO must be used for any absence not covered by State Disability Income, Worker's Compensation temporary disability, Paid Family Leave (PFL), or Kin Care. Absence under FMLA/CFRA to care for a covered family member in which the employee is not receiving PFL requires the use of PTO. PTO may be used in quarter hour increments.

Emergency Use of PTO:

Employees who are unable to work due to an emergency or sudden illness prior to their shift must notify their supervisor or designee at least one (1) hour before the beginning of their shift or as defined by location/departamental procedure. PTO, if available, will be automatically deducted for Call offs due to emergency or illness. If notice as described is not provided, or the employee does not have PTO available, the day will be unpaid.

Illness and Medical Certification:

In the event an employee is absent due to personal illness for more than three consecutive shifts, medical certification from a healthcare provider will be required before the employee may return to work.

Separation of Employment:

Accrued and unused PTO will be paid out at the time of separation from employment.

PTO CASH OUT:

Employees may cash out PTO once each year during the first pay period in December. Employees may cash out up to a maximum of 40 accrued hours. Employees will submit in writing the request for cash out by the first pay period in November. Checks of cash out shall be separate check.

Eligibility:

To be eligible, Employees must have the equivalent of two (2) days (16 or 24 hours) remaining in their PTO balance after subtracting the 40 hours.

PTO ACCRUAL CHARTS- 36 hour Employees (12 hour shifts)

YEARS OF SERVICE	YEAR MAXIUM	Maximum account balance	PTO accrual rate
Start to 3 rd year	15 days/120 hours	180	0.06413
3 rd year anniversary to 5 th year anniversary	18 days/144 hours	216	0.7697
5 th anniversary to 10 th anniversary	24 days/192 hours	288	0.10260
10 th anniversary	26 days/ 208 hours	300	0.11111

PTO ACCRUAL CHARTS- 36 hour Employees (< 12 hour shifts)

YEARS OF SERVICE	YEAR MAXIUM	Maximum account balance	PTO accrual rate
Start to 3 rd year	15 days/120 hours	180	0.05774
3 rd anniversary to 5 th anniversary	18 days/144 hours	216	0.06928
5 th anniversary to 10 th anniversary	24 days/192 hours	288	0.09231
10 th anniversary	26 days/ 208 hours	300	0.10000

SECTION 22 HOLIDAY PAY

Holiday Worked Pay

The Employer will extend to eligible bargaining unit members Holiday Pay as it offers to its non-exempt, non-bargaining unit employees. The Hospital provides six (6) paid holidays each calendar year. Eligible employees who work on the recognized holiday will be paid time and one-half (1.5) for all hours worked on a holiday and Holiday Time Off Pay (up to eight (8) hours pay for full-time and four (4) hours for benefit eligible part-time employees).

The recognized holidays are:

- **New Year's Day:** 7pm the night before to 7pm the night of
- **Memorial Day:** 7am the day of to 7am the day after
- **Independence Day:** 7 am the day of to 7am the day after
- **Labor Day:** 7am the day of to 7am the day after
- **Thanksgiving Day:** 7 am the day of to 7am the day after
- **Christmas Day:** 7pm the night before to 7pm the night of

Premium pay (1.5 times regular pay) will be paid for the actual date of the holiday, not for the day of observance.

For hourly, non-exempt employees premium pay for the above holidays will be determined by the majority of the shift hours worked on the actual date of the holiday.

Holiday Non-Worked Pay

Regular Full-Time and Part-Time employees as previously defined are eligible for holiday non-worked pay for the holidays listed above effective upon date of hire. The time off for holidays does not accrue; rather, eligible employees will be paid for applicable holiday time during the pay period in which the holiday occurs. An employee may receive holiday non-worked pay based on their regularly scheduled shift up to a maximum of four (4) hours for part-time employees and eight (8) hours for full-time employees.

To be eligible for the holiday non-worked pay you must work your last scheduled shift immediately preceding and the first scheduled shift immediately following the holiday, as well as the holiday itself, unless an absence on either day is approved in advance by your supervisor.

If any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday for holiday non-worked pay provision. If the holiday falls on a Sunday, the following Monday shall be observed as the holiday for the holiday non-worked pay provision.

SECTION 23 PERSONAL/MEDICAL/MILITARY LEAVES OF ABSENCE

1. Personal Leave:

A full-time or part-time employee who has successfully completed their probationary period may, for legitimate reasons, request in writing an unpaid personal leave of absence of up to thirty (30) days. Such leave may not be unreasonably denied. See Paragraph 10 below for Leave Extensions.

2. Disability Leave:

An employee may request an unpaid leave or leaves of absence as an accommodation for an employee's disability. The allowance, length and terms of this leave will be governed by state and/or federal laws.

3. Occupational: Workers' Compensation Leave:

An employee may request a leave of absence for an approved employee's work-related injury or illness. The allowance, length and terms of this leave will be governed by state and/or federal laws, including workers' compensation laws. Such leaves shall not exceed one (1) year unless a longer period is legally required.

4. Pregnancy, Childbirth, or Related Medical Condition Leave:

An employee may request an unpaid leave of absence for a disability due to pregnancy, childbirth or related medical conditions. The allowance, length and terms of this leave will be governed by state and/or federal laws. Such leave shall not exceed four (4) months unless a longer period is legally required.

5. Family and Medical Leave:

An employee may request an unpaid leave for the employee's serious medical condition, for the employee to care for a child, spouse or parent with a serious medical condition, or for the birth, adoption or placement into foster care, of a child. The allowance, length and terms of this leave will be governed by state and federal law. An employee must have been employed for twelve (12) months and have worked at least twelve hundred fifty (1250) hours in the prior twelve (12) months to be eligible. Such leave shall not exceed twelve (12) workweeks in a rolling 12 month period unless a longer period is legally required.

6. Military Leave:

The Employer will grant an unpaid military leave to employees performing service in the uniformed services of the United States, regardless of the date of hire, for a period of up to five (5) years of cumulative military service. The allowance, length and terms of this leave will be governed by federal and state laws, including the Uniformed Services Employment and Reemployment Rights Act (USERRA).

7. Doctor's Certification:

For any medical related leave, (1) the employee must provide a proper certification from a medical doctor of the need for the leave and the expected duration of the leave, before taking leave if possible; (2) the employee must provide a proper certification from a medical doctor that the employee can perform the job functions upon return from leave, before returning from leave; and (3) the employee must provide additional medical certification for the need for leave, upon the Employer's reasonable request if the need for such leave becomes uncertain.

8. Benefits During Leave:

No seniority or other accrual benefits (such paid-time off) will accrue during a leave of absence, except if otherwise required by law and except that an employee on leave for a workplace injury will continue to accrue seniority during any such leave, for layoff or recall purposes. Employees participating in the benefit programs will be obligated to maintain their employee benefit contributions/premiums as they would have paid during the payroll cycle. Employees failing to maintain payment for benefit contributions/premiums may have benefits canceled for non-payment.

9. Return From Leave:

An employee must provide at least two (2) weeks' advanced notice of the employee's return from leave. An employee timely returning from an authorized leave of absence shall be returned to his or her former position, which will include his/her shift, classification and days off, unless a severe hardship will result to the Employer.

10. Leave Extensions:

A leave of absence may be extended at the discretion of the Employer, but such extensions will not be precedent setting. All leaves of absence will be unpaid unless otherwise required by law.

11. Temporary Replacements:

An employee hired to take the place of an employee on a leave of absence shall be so advised.

SECTION 24 BEREAVEMENT LEAVE

Full-time employees that have completed the probationary period may receive bereavement pay and leave. When a member of an employee's family dies, the employee may take up to three (3) days to attend or make the necessary arrangements for the funeral. Immediate family is defined as: mother, father, brother, sister, spouse, grandparents, grandchildren, domestic partner, and child. One (1) day of bereavement leave will be granted for immediate family as defined as, mother-in-law, father-in-law, daughter-in-law, brother-in-law, and sister-in-law. The employee may take leave on any scheduled working day following the day the death occurred; does not apply to regularly scheduled days off.

Employees will receive pay for time off at their regular base rate of pay for the hours they were scheduled to work. No employee will be eligible for pay for regularly scheduled days off. Bereavement leave covers only scheduled working days.

In addition, use of an employee's paid time off hours may be granted by the supervisor depending on circumstances such as travel distance and the individual's responsibility for funeral arrangements.

SECTION 25 JURY DUTY

Jury Duty and Court Appearances:

The Employee will receive time off to comply with court summons to serve as a juror or to comply with a legal subpoena to appear as a witness in a judicial proceeding.

Pay:

Unless otherwise required by state law, Vibra will pay employees who have completed three (3) months of continuous full-time employment the difference between the regular base rate of pay for all scheduled hours not worked because of jury service, and payment, not including reimbursement by the state or federal courts, for expenses incurred as a result of jury duty, received for jury service. Payment is limited to the normal number of scheduled hours per day (including night work schedules), forty (40) hours during any single workweek, and a total of fifteen (15) days in any twelve (12) month period, unless otherwise required by state law.

Documentation:

Employee is required to provide a copy of the official jury summons or subpoena upon receipt unless otherwise required by state law. You must also submit pay documentation to your supervisor with 24 hours of receipt.

SECTION 26 EDUCATIONAL PROGRAM

Regular full-time employees employed for one (1) continuous year are eligible to participate in Vibra's Tuition Reimbursement Program. Eligible employees may apply for reimbursement of course costs, including tuition, books and lab fees, up to a maximum of two thousand five hundred dollars (\$2,500) each calendar year in accordance with Vibra's Tuition Reimbursement Program Policy.

- With regard to special classes or trainings outside the Hospital which are not provided by the Hospital and which are required as a condition of employment, the Hospital will pay the cost of such classes or training up to an additional \$2,500 (this amount would be in addition to the \$2,500 Tuition Reimbursement referred to above.)
- Where feasible, In-Service classes shall be available on all shifts.
- Where the Employer provides training for employees to retain their license, such training shall be provided at no cost to the employee. Employees may attend on their own time.

All bargaining unit employees covered by this provision shall be entitled to participate in the Employer's Educational Assistance Program in the same manner and to the same extent as the Employer's hourly non-bargaining unit employees working in this Hospital.

SECTION 27 LICENSURE AND/OR CERTIFICATION

Employees shall have and maintain current licenses and/or certification for their positions in accordance with the requirements of applicable law and/or governing body and Vibra policy. Maintenance of such licenses and/or certifications is the responsibility of each employee and is a condition of continued employment. If an employee fails to maintain an active and current license and/or certification, such employee will be removed from the schedule and suspended without pay upon expiration of the license and/or certification and until a current license and/or certification can be verified with the Agency responsible for licenses and/or certification, which must occur within thirty (30) calendar days. After the license and/or certification can be verified, the employee will be permitted to return work. Failure to provide an active and current license and/or certification within the timeframes set forth in this Section will be grounds for disciplinary action up to including termination.

SECTION 28 JOB DESCRIPTIONS

A copy of job descriptions shall be available to all employees. In the event job descriptions are substantially changed, or new classifications involving skills or work within the scope of the bargaining unit of a nature different from present classifications are created, the parties hereto agree to discussions to determine wages of these new classifications; however if no agreement is reached within 30 days of notification of the potential change, the Hospital retains the right to implement such changes.

SECTION 29 LOCKERS

Where lockers are available, the Employer shall provide a locker for use by the employee during his/her shift. The Hospital reserves the right to inspect lockers where the hospital has cause to do so.

SECTION 30 LONG-TERM DISABILITY INSURANCE PROGRAM AND FSA PLAN

All bargaining unit employees covered by this Agreement shall be entitled to participate in the Employer's long-term disability and flexible spending account plans in the same manner and to the same extent as the Employer's hourly non-bargaining unit employees working in the Hospital.

SECTION 31 REPLACEMENT OF GLASSES

The Employer shall repair or provide replacement glasses for employees who have them broken by a patient. The employee must immediately report the incident to his/her supervisor after securing the safety of the patient.

SECTION 32 CONTAGIOUS DISEASES

In the event there is a contagious disease in a hospital that prompts or requires the Employer to notify an outside agency(s), the Employer shall notify employees who might be directly exposed to the disease. Employees who are infected with a contagious disease or who are working in a non-Vibra hospital where there has been an outbreak of a contagious disease shall promptly notify their supervisor of their status. The Employee may be placed on an appropriate leave of absence pending a physician certification to return-to-work.

SECTION 33 NO STRIKE/NO LOCKOUT

Under no circumstances will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in or slowdown in or at the Employer, or any curtailment of work or restriction of service, or interference with the operations of the Employer, or any sympathy strike, or honoring of any picket line or picketing, or patrolling during the term of this Agreement ("prohibited activity").

In the event of any prohibited activity by the Union or its employees covered hereunder during the term of this Agreement, the Union, by its officers, agents and shop stewards, shall immediately declare such activity to be illegal and unauthorized in writing to the Chief Steward with a copy to the Employer. The Employer shall have the right to discipline, any employee who gives leadership to, or participates in any activity herein prohibited. The Employer agrees there shall be no lockout during the term of this Agreement.

SECTION 34 SAVINGS CLAUSE

If any provision of this Agreement or the application of such provision to any person or circumstances is ruled contrary to law by any Federal or State court or any other duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

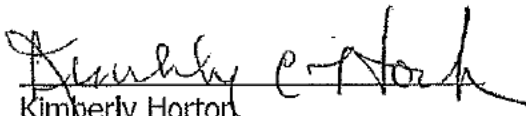
SECTION 35

TERM OF AGREEMENT

This Agreement shall be effective as of the date of its ratification, May 19, 2017, and shall remain in full force and effect through May 31, 2020, and from year to year thereafter, provided that either party may serve written notice on the other of its desire to amend or terminate any provision of the Agreement at least ninety (90) days prior to the expiration date, or any subsequent extension.

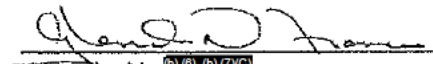
For the Employer:

**VIBRA HOSPITAL OF
SACRAMENTO, LLC**


Kimberly Horton
Chief Executive Officer

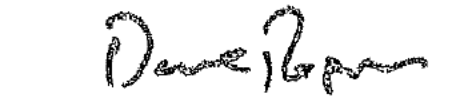
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Michael Collins
Chief Clinical Officer

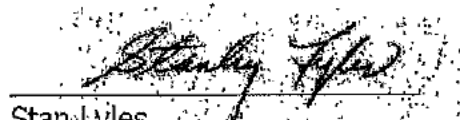

Glenda N. (b) (6), (b) (7)(C)
Director of Human Resources

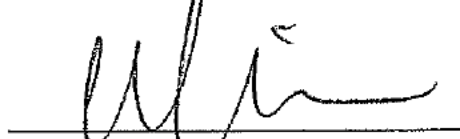
For the Union:

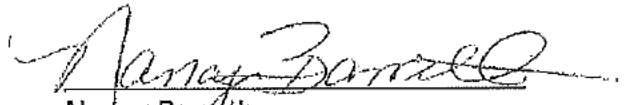
**SEIU UNITED HEALTHCARE
WORKERS-WEST**

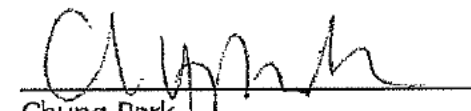

Dave Regan
President

DATE: 8/30/2017


Stan Lyles
Vice President


Chokri Bensaid
Hospital Division Director

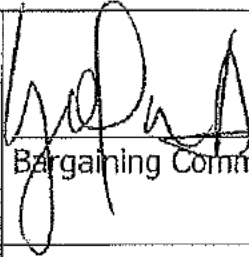


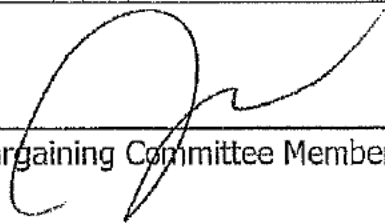

Nancy Barrett
Chief Negotiator


Chung Park
Hospital Division Coordinator

ADDITIONAL SIGNATURES

For the Union:

SEIU UNITED HEALTHCARE WORKERS-WEST

Yolanda Antoni	 Bargaining Committee Member
MITSU TAN	 Bargaining Committee Member
Darnell Suon	 Bargaining Committee Member
Jennifer Aquilino	 Bargaining Committee Member
	 Bargaining Committee Member

APPENDIX A

JOB CLASSIFICATIONS

POSITION TITLES
ADMISSIONS COORDINATOR
AP COORDINATOR
CNA
DIETARY COOK
FOOD SERVICE
EKG EEG TECH
HIM COORDINATOR
LVN
MAINTENANCE TECHNICIAN
MATERIALS MGMNT CLERK
MEDICAL RECORDS CODER
MEDICAL RECORDS COORD
MONITOR TECHNICIAN
PATIENT CARE AMBASSADOR
SURGICAL/OPERATING ROOM TECHNICIAN
PHARMACY TECHNICIAN
PHLEBOTOMIST
RADIOLOGY TECHNICIAN
ULTRASOUND TECHNICIAN
RECEPTIONIST
RESPIRATORY THERAPIST
ULTRASOUND TECHNOLOGIST
UNIT CLERK

APPENDIX B

WAGE SCALES

JAN 2017 (Current Scale)															
	1-2 YOE	3-4 YOE	5-6 YOE	7-8 YOE	9-10 YOE	11-12 YOE	13-14 YOE	15-16 YOE	17-18 YOE	19-20 YOE	21-22 YOE	23-24 YOE	25-26 YOE	27-28 YOE	29-30 YOE
CNA	\$15.64	\$15.95	\$16.27	\$16.60	\$16.93	\$17.27	\$17.61	\$17.97	\$18.32	\$18.69	\$19.07	\$19.45	\$19.84	\$20.23	\$20.64
Patient Care Ambassador	\$19.52	\$19.91	\$20.31	\$20.71	\$21.13	\$21.55	\$21.98	\$22.42	\$22.87	\$23.33	\$23.79	\$24.27	\$24.76	\$25.25	\$25.76
Admissions Coord	\$18.25	\$18.62	\$18.99	\$19.37	\$19.75	\$20.15	\$20.55	\$20.96	\$21.38	\$21.81	\$22.25	\$22.69	\$23.15	\$23.61	\$24.08
Phlebotomist	\$16.09	\$16.41	\$16.74	\$17.07	\$17.42	\$17.76	\$18.12	\$18.48	\$18.85	\$19.23	\$19.61	\$20.01	\$20.41	\$20.81	\$21.23
LVN	\$26.58	\$27.11	\$27.65	\$28.21	\$28.77	\$29.35	\$29.93	\$30.53	\$31.14	\$31.77	\$32.40	\$33.05	\$33.71	\$34.38	\$35.07
Rad Tech	\$36.12	\$36.84	\$37.58	\$38.33	\$39.10	\$39.88	\$40.68	\$41.49	\$42.32	\$43.17	\$44.03	\$44.91	\$45.81	\$46.73	\$47.66
Pharmacy Tech	\$20.30	\$20.71	\$21.12	\$21.54	\$21.97	\$22.41	\$22.86	\$23.32	\$23.78	\$24.26	\$24.75	\$25.24	\$25.75	\$26.26	\$26.79
RT	\$33.72	\$34.39	\$35.08	\$35.78	\$36.50	\$37.23	\$37.97	\$38.73	\$39.51	\$40.30	\$41.10	\$41.93	\$42.77	\$43.62	\$44.49
Cook	\$15.53	\$15.84	\$16.16	\$16.48	\$16.81	\$17.15	\$17.49	\$17.84	\$18.20	\$18.56	\$18.93	\$19.31	\$19.70	\$20.09	\$20.49
Monitor Tech/ Unit Sec / HIM Coord	\$16.94	\$17.28	\$17.62	\$17.98	\$18.34	\$18.70	\$19.08	\$19.46	\$19.85	\$20.24	\$20.65	\$21.06	\$21.48	\$21.91	\$22.35
Receptionist / Admin Asst	\$15.92	\$16.24	\$16.56	\$16.89	\$17.23	\$17.58	\$17.93	\$18.29	\$18.65	\$19.03	\$19.41	\$19.79	\$20.19	\$20.59	\$21.01
EEG / Sonogram Tech	\$26.06	\$26.58	\$27.11	\$27.66	\$28.21	\$28.77	\$29.35	\$29.93	\$30.53	\$31.14	\$31.77	\$32.40	\$33.05	\$33.71	\$34.39
Material's Mgmt Tech	\$16.01	\$16.33	\$16.66	\$16.99	\$17.33	\$17.68	\$18.03	\$18.39	\$18.76	\$19.13	\$19.52	\$19.91	\$20.30	\$20.71	\$21.12
Maintenance Tech	\$23.14	\$23.60	\$24.07	\$24.56	\$25.05	\$25.55	\$26.06	\$26.58	\$27.11	\$27.65	\$28.21	\$28.77	\$29.35	\$29.93	\$30.53
Coder	\$22.55	\$23.00	\$23.46	\$23.93	\$24.41	\$24.90	\$25.39	\$25.90	\$26.42	\$26.95	\$27.49	\$28.04	\$28.60	\$29.17	\$29.75
Surgical Tech	\$19.35	\$19.74	\$20.13	\$20.53	\$20.95	\$21.36	\$21.79	\$22.23	\$22.67	\$23.13	\$23.59	\$24.06	\$24.54	\$25.03	\$25.53
Accts Payable	\$18.68	\$19.05	\$19.43	\$19.82	\$20.22	\$20.62	\$21.04	\$21.46	\$21.89	\$22.32	\$22.77	\$23.23	\$23.69	\$24.16	\$24.65

JUNE 2017 (3% increase to scale)															
	1-2 YOE	3-4 YOE	5-6 YOE	7-8 YOE	9-10 YOE	11-12 YOE	13-14 YOE	15-16 YOE	17-18 YOE	19-20 YOE	21-22 YOE	23-24 YOE	25-26 YOE	27-28 YOE	29-30 YOE
CNA	\$16.11	\$16.43	\$16.76	\$17.10	\$17.44	\$17.79	\$18.14	\$18.50	\$18.87	\$19.25	\$19.64	\$20.03	\$20.43	\$20.84	\$21.26
Patient Care Ambassador	\$20.11	\$20.51	\$20.92	\$21.34	\$21.76	\$22.20	\$22.64	\$23.10	\$23.56	\$24.03	\$24.51	\$25.00	\$25.50	\$26.01	\$26.53
Admissions Coord	\$18.80	\$19.17	\$19.56	\$19.95	\$20.35	\$20.75	\$21.17	\$21.59	\$22.02	\$22.46	\$22.91	\$23.37	\$23.84	\$24.32	\$24.80
Phlebotomist	\$16.57	\$16.90	\$17.24	\$17.59	\$17.94	\$18.30	\$18.66	\$19.04	\$19.42	\$19.81	\$20.20	\$20.61	\$21.02	\$21.44	\$21.87
LVN	\$27.38	\$27.92	\$28.48	\$29.05	\$29.63	\$30.23	\$30.83	\$31.45	\$32.08	\$32.72	\$33.37	\$34.04	\$34.72	\$35.42	\$36.12
Rad Tech	\$37.20	\$37.95	\$38.71	\$39.48	\$40.27	\$41.08	\$41.90	\$42.74	\$43.59	\$44.46	\$45.35	\$46.26	\$47.18	\$48.13	\$49.09
Pharmacy Tech	\$20.91	\$21.33	\$21.75	\$22.19	\$22.63	\$23.09	\$23.55	\$24.02	\$24.50	\$24.99	\$25.49	\$26.00	\$26.52	\$27.05	\$27.59
RT	\$34.73	\$35.43	\$36.13	\$36.86	\$37.59	\$38.35	\$39.11	\$39.90	\$40.69	\$41.51	\$42.34	\$43.18	\$44.05	\$44.93	\$45.83

Cook	\$16.00	\$16.32	\$16.64	\$16.97	\$17.31	\$17.66	\$18.01	\$18.37	\$18.74	\$19.12	\$19.50	\$19.89	\$20.29	\$20.69	\$21.11
Monitor Tech/ Unit Sec / HIM Coord	\$17.45	\$17.80	\$18.15	\$18.52	\$18.89	\$19.26	\$19.65	\$20.04	\$20.44	\$20.85	\$21.27	\$21.69	\$22.13	\$22.57	\$23.02
Receptionist / Admin Asst	\$16.40	\$16.73	\$17.06	\$17.40	\$17.75	\$18.10	\$18.47	\$18.84	\$19.21	\$19.60	\$19.99	\$20.39	\$20.80	\$21.21	\$21.64
EEG / Sonogram Tech	\$26.84	\$27.38	\$27.93	\$28.48	\$29.05	\$29.64	\$30.23	\$30.83	\$31.45	\$32.08	\$32.72	\$33.37	\$34.04	\$34.72	\$35.42
Material's Mgmt Tech	\$16.49	\$16.82	\$17.16	\$17.50	\$17.85	\$18.21	\$18.57	\$18.94	\$19.32	\$19.71	\$20.10	\$20.50	\$20.91	\$21.33	\$21.76
Maintenance Tech	\$23.83	\$24.31	\$24.80	\$25.29	\$25.80	\$26.31	\$26.84	\$27.38	\$27.93	\$28.48	\$29.05	\$29.63	\$30.23	\$30.83	\$31.45
Coder	\$23.23	\$23.69	\$24.16	\$24.65	\$25.14	\$25.64	\$26.16	\$26.68	\$27.21	\$27.76	\$28.31	\$28.88	\$29.46	\$30.05	\$30.65
Surgical Tech	\$19.93	\$20.33	\$20.74	\$21.15	\$21.57	\$22.00	\$22.44	\$22.89	\$23.35	\$23.82	\$24.30	\$24.78	\$25.28	\$25.78	\$26.30
Accts Payable	\$19.24	\$19.63	\$20.02	\$20.42	\$20.83	\$21.24	\$21.67	\$22.10	\$22.54	\$22.99	\$23.45	\$23.92	\$24.40	\$24.89	\$25.39

MAY 2018 (3.5% increase to scale)															
	1-2 YOY	3-4 YOY	5-6 YOY	7-8 YOY	9-10 YOY	11-12 YOY	13-14 YOY	15-16 YOY	17-18 YOY	19-20 YOY	21-22 YOY	23-24 YOY	25-26 YOY	27-28 YOY	29-30 YOY
CNA	\$16.67	\$17.01	\$17.35	\$17.69	\$18.05	\$18.41	\$18.78	\$19.15	\$19.54	\$19.93	\$20.32	\$20.73	\$21.15	\$21.57	\$22.00
Patient Care Ambassador	\$20.81	\$21.23	\$21.65	\$22.08	\$22.52	\$22.98	\$23.43	\$23.90	\$24.38	\$24.87	\$25.37	\$25.87	\$26.39	\$26.92	\$27.46
Admissions Coord	\$19.46	\$19.84	\$20.24	\$20.65	\$21.06	\$21.48	\$21.91	\$22.35	\$22.80	\$23.25	\$23.72	\$24.19	\$24.67	\$25.17	\$25.67
Phlebotomist	\$17.15	\$17.50	\$17.85	\$18.20	\$18.57	\$18.94	\$19.32	\$19.70	\$20.10	\$20.50	\$20.91	\$21.33	\$21.75	\$22.19	\$22.63
LVN	\$28.34	\$28.90	\$29.48	\$30.07	\$30.67	\$31.28	\$31.91	\$32.55	\$33.20	\$33.86	\$34.54	\$35.23	\$35.94	\$36.66	\$37.39
Rad Tech	\$38.51	\$39.28	\$40.06	\$40.86	\$41.68	\$42.51	\$43.36	\$44.23	\$45.12	\$46.02	\$46.94	\$47.88	\$48.83	\$49.81	\$50.81
Pharmacy Tech	\$21.64	\$22.07	\$22.52	\$22.97	\$23.42	\$23.89	\$24.37	\$24.86	\$25.36	\$25.86	\$26.38	\$26.91	\$27.45	\$27.99	\$28.55
RT	\$35.95	\$36.67	\$37.40	\$38.15	\$38.91	\$39.69	\$40.48	\$41.29	\$42.12	\$42.96	\$43.82	\$44.70	\$45.59	\$46.50	\$47.43
Cook	\$16.56	\$16.89	\$17.22	\$17.57	\$17.92	\$18.28	\$18.64	\$19.02	\$19.40	\$19.79	\$20.18	\$20.59	\$21.00	\$21.42	\$21.84
Monitor Tech/ Unit Sec / HIM Coord	\$18.06	\$18.42	\$18.79	\$19.16	\$19.55	\$19.94	\$20.34	\$20.74	\$21.16	\$21.58	\$22.01	\$22.45	\$22.90	\$23.36	\$23.83
Receptionist / Admin Asst	\$16.97	\$17.31	\$17.66	\$18.01	\$18.37	\$18.74	\$19.11	\$19.49	\$19.88	\$20.28	\$20.69	\$21.10	\$21.52	\$21.95	\$22.39
EEG / Sonogram Tech	\$27.78	\$28.34	\$28.90	\$29.48	\$30.07	\$30.67	\$31.29	\$31.91	\$32.55	\$33.20	\$33.87	\$34.54	\$35.23	\$35.94	\$36.66
Material's Mgmt Tech	\$17.07	\$17.41	\$17.76	\$18.11	\$18.47	\$18.84	\$19.22	\$19.61	\$20.00	\$20.40	\$20.81	\$21.22	\$21.65	\$22.08	\$22.52
Maintenance Tech	\$24.67	\$25.16	\$25.67	\$26.18	\$26.70	\$27.24	\$27.78	\$28.34	\$28.90	\$29.48	\$30.07	\$30.67	\$31.29	\$31.91	\$32.55
Coder	\$24.04	\$24.52	\$25.01	\$25.51	\$26.02	\$26.54	\$27.07	\$27.61	\$28.17	\$28.73	\$29.30	\$29.89	\$30.49	\$31.10	\$31.72
Surgical Tech	\$20.63	\$21.04	\$21.46	\$21.89	\$22.33	\$22.78	\$23.23	\$23.70	\$24.17	\$24.65	\$25.15	\$25.65	\$26.16	\$26.68	\$27.22
Accts Payable	\$19.91	\$20.31	\$20.72	\$21.13	\$21.56	\$21.99	\$22.43	\$22.87	\$23.33	\$23.80	\$24.27	\$24.76	\$25.26	\$25.76	\$26.28

MAY 2019 (4% increase to scale)															
	1-2 YOE	3-4 YOE	5-6 YOE	7-8 YOE	9-10 YOE	11-12 YOE	13-14 YOE	15-16 YOE	17-18 YOE	19-20 YOE	21-22 YOE	23-24 YOE	25-26 YOE	27-28 YOE	29-30 YOE
CNA	\$17.34	\$17.69	\$18.04	\$18.40	\$18.77	\$19.14	\$19.53	\$19.92	\$20.32	\$20.72	\$21.14	\$21.56	\$21.99	\$22.43	\$22.88
Patient Care Ambassador	\$21.64	\$22.07	\$22.52	\$22.97	\$23.43	\$23.89	\$24.37	\$24.86	\$25.36	\$25.86	\$26.38	\$26.91	\$27.45	\$28.00	\$28.56
Admissions Coord	\$20.23	\$20.64	\$21.05	\$21.47	\$21.90	\$22.34	\$22.79	\$23.24	\$23.71	\$24.18	\$24.66	\$25.16	\$25.66	\$26.17	\$26.70
Phlebotomist	\$17.84	\$18.20	\$18.56	\$18.93	\$19.31	\$19.70	\$20.09	\$20.49	\$20.90	\$21.32	\$21.75	\$22.18	\$22.62	\$23.08	\$23.54
LVN	\$29.47	\$30.06	\$30.66	\$31.27	\$31.90	\$32.54	\$33.19	\$33.85	\$34.53	\$35.22	\$35.92	\$36.64	\$37.37	\$38.12	\$38.88
Rad Tech	\$40.05	\$40.85	\$41.66	\$42.50	\$43.35	\$44.21	\$45.10	\$46.00	\$46.92	\$47.86	\$48.82	\$49.79	\$50.79	\$51.80	\$52.84
Pharmacy Tech	\$22.51	\$22.96	\$23.42	\$23.88	\$24.36	\$24.85	\$25.35	\$25.85	\$26.37	\$26.90	\$27.44	\$27.98	\$28.54	\$29.11	\$29.70
RT	\$37.39	\$38.13	\$38.90	\$39.67	\$40.47	\$41.28	\$42.10	\$42.94	\$43.80	\$44.68	\$45.57	\$46.48	\$47.41	\$48.36	\$49.33
Cook	\$17.22	\$17.56	\$17.91	\$18.27	\$18.64	\$19.01	\$19.39	\$19.78	\$20.17	\$20.58	\$20.99	\$21.41	\$21.84	\$22.27	\$22.72
Monitor Tech/ Unit Sec / HIM Coord	\$18.78	\$19.16	\$19.54	\$19.93	\$20.33	\$20.74	\$21.15	\$21.57	\$22.01	\$22.45	\$22.89	\$23.35	\$23.82	\$24.30	\$24.78
Receptionist / Admin Asst	\$17.65	\$18.00	\$18.36	\$18.73	\$19.11	\$19.49	\$19.88	\$20.27	\$20.68	\$21.09	\$21.52	\$21.95	\$22.38	\$22.83	\$23.29
EEG / Sonogram Tech	\$28.89	\$29.47	\$30.06	\$30.66	\$31.27	\$31.90	\$32.54	\$33.19	\$33.85	\$34.53	\$35.22	\$35.92	\$36.64	\$37.38	\$38.12
Material's Mgmt Tech	\$17.75	\$18.11	\$18.47	\$18.84	\$19.21	\$19.60	\$19.99	\$20.39	\$20.80	\$21.21	\$21.64	\$22.07	\$22.51	\$22.96	\$23.42
Maintenance Tech	\$25.66	\$26.17	\$26.69	\$27.23	\$27.77	\$28.33	\$28.89	\$29.47	\$30.06	\$30.66	\$31.27	\$31.90	\$32.54	\$33.19	\$33.85
Coder	\$25.00	\$25.50	\$26.01	\$26.53	\$27.06	\$27.60	\$28.16	\$28.72	\$29.29	\$29.88	\$30.48	\$31.09	\$31.71	\$32.34	\$32.99
Surgical Tech	\$21.45	\$21.88	\$22.32	\$22.77	\$23.22	\$23.69	\$24.16	\$24.64	\$25.14	\$25.64	\$26.15	\$26.67	\$27.21	\$27.75	\$28.31
Accts Payable	\$20.71	\$21.12	\$21.55	\$21.98	\$22.42	\$22.87	\$23.32	\$23.79	\$24.27	\$24.75	\$25.25	\$25.75	\$26.27	\$26.79	\$27.33

APPENDIX C



Title	Paid Time Off (PTO) & Holidays
Policy #	HR 10
Manual	
Effective Date	9/1/2013
Revised/Review Date	4/13/2017
Scope	
Reference	

POLICY: It is the policy of Vibra Healthcare to provide a comprehensive paid-leave program combining vacation time and sick time into a single accrued benefit award. All full and part time employees with regularly scheduled hours will accrue and use Paid Time Off according to the procedures set forth below.

PROCEDURES:

Eligibility: An employee is eligible for PTO if they are classified as a regular full-time or regular part-time employee as defined below:

- Regular full-time employees are regularly scheduled to work 30 hours or more per week (FTE status of .75 or greater).
- Regular part-time employees are regularly scheduled to work 24 to 29 hours per week (FTE status of .60 to .725).
- New employees will begin to accrue PTO beginning on their date of hire but may not be allowed to use or be paid for accrued PTO until the beginning of the pay period following successful completion of 30 days of employment.
- Employees classified as Per Diem/Casual or Temporary employees are not eligible to accrue or use PTO.

PTO will change to the next PTO accrual level based on the employee's Benefit Effective Date as indicated within the Payroll system. This date will be based on either

- If hired as Full Time or Part Time (24 hours or greater), the Benefit Effective Date is the start of the pay period they were hired in
- If status changed from Per Diem/Casual or Temporary to Full Time or Part Time, the Benefit Effective Date is the start of the pay period the status change occurred in

Change in Status: Any Per Diem/Casual or Temporary employee (i.e. employees who do not have regularly scheduled work shifts, or have a limited employment period) who later changes status to a regularly scheduled full or part time employee as defined above will begin accruing PTO on the effective date of the status change.

Full or Part time employees changing status to Per Diem/Casual or Temporary will have all accrued PTO paid out, provided that proper notice was given and successful completion of 30 days of employment, and will no longer accrue PTO beginning on the effective date of the status change.

Hours That PTO Will Accrue On: PTO will accrue on all hours paid up to the maximum of 80 hours per bi-weekly pay period.

PTO Pay: PTO is paid based upon the employee's straight time hourly rate with no shift differential. Premium Pay and bonuses are not included in the calculation of PTO pay. PTO is not considered as "time worked" for purposes of calculating overtime in the pay period in which it is used or paid.

A PTO day is based upon an employee's regularly scheduled day:

- Exempt employees are allowed to take PTO in 4 or 8 hr increments with 8 hours being the maximum PTO allowance per day
- Non exempt employees who are not clinical may take PTO up to a maximum of 8 hours per day
- Clinical non-exempt employees who work 12 hour shifts may take PTO up to a maximum of twelve (12) hours per day/shift.

Requests for paid time in excess of the employee's available balance are not permitted.

Approval and Scheduling of PTO: Employees must request PTO in writing to the department director or manager. The request for PTO must be submitted based upon the department's procedures. Approvals of PTO requests are at the sole discretion of the department director or manager and will be granted only as the work schedule permits.

PTO Maximum: The maximum PTO an employee may store in their PTO bank is **288 hours** for non-Senior Hospital Management employees; **300 hours** for Senior Hospital Management employees. At that point, no further accruals will accumulate until the employee takes PTO hours and the balance is below the maximum leave.

Inactive Status or Leave of Absence: PTO will not accrue while an employee is on an unpaid approved leave of absence. An employee on FMLA leave or other approved leave of absence will be required to use their available balance of PTO beginning on the first day of the leave to cover their normally scheduled hours per week. The use of PTO to cover bi-weekly benefit premiums while out on FMLA leave or other approved leave of absence is permitted. PTO cannot be used to extend a leave beyond the applicable time limits of the leave. Use of PTO while on an FMLA or other approved leave counts as time missed from work against family and medical leave time if the reason for the absence qualifies under family medical and leave law. Upon return to eligible active status, the employee will resume their PTO accrual and eligibility for holiday pay.

PTO Use for All Scheduled and Unscheduled Absences: Employees must use their available PTO for scheduled and unscheduled absences, if available, including leaving work early due to illness or emergency, except where applicable law prohibits. Salaried employees may use PTO in full – or half-day increments, except for certain FMLA leaves in which PTO may be used in partial day increments as long as utilized in a minimum of 15-minute increments. Hourly employees may utilize PTO in partial day increments as long as utilized in a minimum of 15-minute increments. PTO must be taken if available unless the time off is a premium pay holiday or a shift is cancelled by the Hospital. Donation of PTO to another employee is not permitted.

CALIFORNIA EMPLOYEES ONLY – PTO must be used for any absence not covered by State Disability Income, Workers' Compensation temporary disability, Paid Family Leave, or Kin Care (if eligible, available, and requested). Absence under FMLA/CFRA to care for a covered family member in which the employee is not receiving Paid Family Leave requires the use of PTO. PTO may be used in quarter hour increments. Contact Human Resources for additional information.

PTO Use for Scheduled Hours Only: PTO may **only** be used/taken for hours that the employee is regularly scheduled but does not work. At no point is a regular full- or part-time employee to be paid PTO in excess of their scheduled hours per week. Non-exempt employees may use available PTO when their regularly scheduled shifts are cancelled or their hours are reduced. PTO may not be used to supplement pay for time that the employee is not scheduled to work. PTO may not be used for additional shifts the employee signed up for but was then cancelled. Unpaid time off from work that is not approved as a leave of absence or reasonable accommodation may only be taken with approval from the CEO, HR Representative and the Department Director/Manager.

Emergency Use of PTO: Employees who are unable to work due to an emergency or illness prior to their shift must notify their supervisor or designee at least 1 hour before the beginning of their shift; or as defined by location/departamental procedures. **PTO, if available, will be automatically deducted for Call-Offs due to an emergency or illness.** If the notice as described is not provided, or the employee does not have PTO available, the day will be unpaid.

Employee Illness: When unable to report to work due to illness, the employee must give his or her supervisor proper notice before the start of their shift. Proper notice is defined as notifying an appropriate supervisor at least 2 hours before the start of their scheduled shift if a patient care/clinical employee and at least 30 minutes prior to the start of the scheduled shift if a non-clinical employee; or as defined by location/departamental procedures. For patient care personnel, it is not acceptable for an employee to leave notice on voice mail. It is not acceptable for employees to have another person call for him or her (unless the employee is physically unable to use a telephone). For infection control purposes, the employee will be asked the nature of the illness, and may be given special instructions to follow, should the illness be communicable.

Illness and Medical Certification: In the event an employee is absent due to personal illness for more than three consecutive shifts, medical certification from a healthcare provider will be required before the employee may return to work. Human Resources will need to be consulted to determine if there is a need for invoking a leave of absence. **NOTE:** Supervisors and/or Department Manager/Directors have the right to request a Physicians statement with any absence.

Premium Pay Days: Hourly, non-exempt employees will be paid time and one-half their base rate of pay for all hours worked on a holiday. Premium days will be paid for the actual date of the holiday, not for the day of observance. They are as follows:

- New Year's Day – 7pm the night before to 7pm the night of
- Memorial Day – 7am the day of to 7am the day after
- Independence Day – 7am the day of to 7am the day after
- Labor Day – 7am the day of to 7am the day after
- Thanksgiving Day – 7am the day of to 7am the day after
- Christmas Day – 7pm the night before to 7pm the night of

For hourly, non-exempt employees premium pay for the above holidays will be determined by the majority of the shift hours worked on the actual date of the holiday.

Holiday Non-Worked Pay: In addition, Regular Full-Time and Part-Time employees as previously defined are eligible for holiday non-worked pay for the holidays listed above effective upon date of hire. The time off for holidays does not accrue; rather, eligible employees will be paid for applicable holiday

time during the pay period in which the holiday occurs. An employee may receive holiday non-worked pay based on their regularly scheduled shift up to a maximum of eight (8) hours.

To be eligible for holiday non-worked pay you must work your last scheduled shift immediately preceding and first scheduled shift immediately following the holiday, as well as the holiday itself, unless an absence on either day is approved in advance by your supervisor.

If any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday for holiday non-worked pay provision. If the holiday falls on a Sunday, the following Monday shall be observed as the holiday for holiday non-worked pay provision.

If an exempt employee works on the holiday, they need to notify the HR Department that they worked the holiday to ensure they are paid regular hours for that day and not Holiday Non-Worked pay hours. When an exempt employee works on the holiday, the exempt employee can use their Holiday Non-Worked pay hours in replace of their first approved PTO day that occurs after the holiday by indicating on the PTO request form as well as the timecard within the payroll system that these hours were not previously paid to them on the indicated holiday due to working that day. That exempt employee must take this holiday non-worked day within 60 days of the holiday they worked.

- Regular Full-Time employees will receive up to 8 hours of holiday non-worked pay for the actual holiday.
- Regular Part-Time employees will receive up to 4 hours of holiday non-worked pay for the actual holiday.
- If an employee is on inactive status or on an unpaid approved leave of absence they will not be paid holiday non-worked pay.

Separation from Employment: Accrued and unused PTO will be paid out at separation from employment when required by regulatory bodies. If there is no regulatory requirement to pay out PTO, the hospital will pay with receipt and completion of proper notice of resignation as well as successful completion of 30 days of employment. Proper notice is defined as:

- Four weeks for management/supervisory staff and clinical staff
- Two weeks for other staff

Resigning employees will not be eligible to use PTO during their resignation period.

Vibra Hospital management reserves the right to revise, suspend or end this site-specific policy at any time for any reason.

APPENDIX D

TUITION REIMBURSEMENT PROGRAM



Appendix D

Title	Tuition Reimbursement Program
Manual	Human Resources
Effective Date	9/1/2013
Revise Date	
Review Date	2/2017
Scope:	Facility Wide
Reference	

POLICY:

It is the policy of Vibra Healthcare to contribute to the formal education of its employees. The Tuition Reimbursement Program is designed to reimburse employees for their successful efforts in furthering their formal education to increase their expertise and contribution to the hospital.

PROCEDURE:

Requirements:

1. Employee must be a full-time employee completing a minimum of one year of employment to be eligible. Employees must be on active payroll status and employed in a full-time capacity at the time of application and reimbursement.
2. Request for reimbursement is **approved in advance** of class or course work, no later than thirty days prior to the course start date.
3. Courses of study must be taken on the employee's own time.
4. Courses are offered by accredited colleges, universities or technical schools.
5. Courses or course work should be related to the employee's current position or position to which the employee may reasonably aspire and must be approved by the department director and CEO prior to the class or course work.
6. A final Grade of 2.0 or better using a 4.0 grading scale, C+ or better, or a "Satisfactory" or "Pass" for an ungraded course.

Reimbursement:

1. 100% of cost of tuition, books and required materials to a maximum of \$2500 is reimbursed to any full time employee in one calendar year.
2. Employees receiving education benefits under federal or state programs, or a scholarship, are eligible for tuition reimbursement only for the costs which are not covered.
3. Transportation, parking, textbooks, periodicals or fees levied by the educational institution are not reimbursable.
4. Reimbursement will only be made upon receiving evidence of tuition paid, completion of course, and final grade.
5. Reimbursement evidence must be submitted within 90 days from the end of the semester or term.
6. Employees must apply for education reimbursement in writing and include supporting documentation including: the description of the course, dates and times of the course, and the institution providing the course. An Education Reimbursement Application form is attached to this policy.
7. Application and approval for the education reimbursement must be done **prior** to the start of the course.

Appendix D

8. If an eligible employee voluntarily or involuntarily terminates employment prior to submitting evidence of payment, reimbursement will not be made.

Staff Members who terminate employment within 12 months of completing the tuition assistance program are required to repay funds on a pro-rated schedule. The repayment schedule for tuition assistance is:

Staff Member Terminates Employment

1 – 6 months after program attendance:
7 – 9 months after program attendance:
10 – 12 months after program
attendance:
More than 12 months after program
attendance:

Staff Member Repays Facility for Continuing Education Funds

100 % of facility reimbursed expenses
50 % of facility reimbursed expenses

25 % of facility reimbursed expenses

0 % of facility reimbursed expenses

Appendix D

EDUCATION REIMBURSEMENT APPLICATION

Name: _____ SS # _____
(please print)

Address: _____
(street) (city, state, zip)

Degree Program: _____ Expected Completion Date: _____

Current Semester: _____ - _____
(start) (finish)

School/Name/Address: _____

Amount of Education Reimbursement Requested: \$ _____ (An estimated dollar amount up to \$2,500 per calendar year)

Description of Course(s):

Course Name	Course #	How will this class help you in your current job?

Total Credit Hours: _____

Reimbursement will only be made when the hospital receives evidence of tuition paid, books and required material paid for, completion of course and a final grade. All evidence must be submitted to Accounts Payable. If the under signed employee fails to submit the required paperwork in an acceptable time frame (within 90 days of completion of the courses), or leaves the Company for any reason before the courses are completed, he/she will forfeit any reimbursement approved below.

Employee Signature

Date

Request for Education Reimbursement Approved by Department Head

Date

Administrator/CEO Approval

Date

Forward this form to Accounts Payable (AP) to be held until the employee submits all original receipts for reimbursement and a copy of the final grade to AP.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
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August 31, 2018

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Re: Vibra Hospital of Sacramento
Case 20-CA-222669

Dear Mr. Bagley and Ms. Lopez:

The Region has carefully considered the charge alleging that Vibra Hospital of Sacramento violated the National Labor Relations Act. As explained below, I have decided that further proceedings on the charge should be handled in accordance with the deferral policy of the National Labor Relations Board as set forth in *Collyer Insulated Wire*, 192 NLRB 837 (1971), and *United Technologies Corp.*, 268 NLRB 557 (1984). This letter explains that deferral policy, the reasons for my decision to defer further processing of the charge, and the Charging Party's right to appeal my decision.

Deferral Policy: The Board's deferral policy provides that the Board will postpone making a final determination on a charge when a grievance involving the same issue can be processed under the grievance/arbitration provision of the applicable contract. This policy is partially based on the preference that the parties use their contractual grievance procedure to achieve a prompt, fair, and effective settlement of their disputes. Therefore, if an employer agrees to waive contractual time limits and process the related grievance through arbitration if necessary, the Board's Regional Office will defer the charge.

Decision to Defer: Based on our investigation, I am deferring further proceedings on the charge in this matter to the grievance/arbitration process for the following reasons:

1. The Employer and SEIU United Healthcare Workers West have a collective-bargaining agreement currently in effect that provides for final and binding arbitration.

2. The charge allegation that the Employer failed to rehire employee (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) prior union and/or protected concerted activities is encompassed by the terms of the collective-bargaining agreement.

3. The Employer is willing to process a grievance concerning the issues in the charge, and will arbitrate the grievance if necessary. The Employer has also agreed to waive any time limitations in order to ensure that the arbitrator addresses the merits of the dispute.

4. Since the issues in the charge appear to be covered by provisions of the collective-bargaining agreement, it is likely that the issues may be resolved through the grievance/arbitration procedure.

Further Processing of the Charge: As explained below, while the charge is deferred, the Regional office will monitor the processing of the grievance and, under certain circumstances, will resume processing of the charge.

Charging Party's Obligation: Under the Board's *Collyer* deferral policy, the Charging Party has an affirmative obligation to file a grievance, if a grievance has not already been filed. If the Charging Party fails either to promptly submit the grievance to the grievance/arbitration process or declines to have the grievance arbitrated if it is not resolved, I may dismiss the charge.

Charged Party's Conduct: If the Charged Party prevents or impedes resolution of the grievance, raises a defense that the grievance is untimely filed, or refuses to arbitrate the grievance, I will revoke deferral and resume processing of the charge.

Monitoring the Dispute: Approximately every 90 days, the Regional Office will ask the parties about the status of this dispute to determine if the dispute has been resolved and if continued deferral is appropriate. However, at any time, a party may present evidence and request dismissal of the charge, continued deferral of the charge, or issuance of a complaint.

Notice to Arbitrator Form: If the grievance is submitted to an arbitrator, please sign and submit to the arbitrator the enclosed "Notice to Arbitrator" form to ensure that the Region receives a copy of an arbitration award when the arbitrator sends the award to the parties.

Review of Arbitrator's Award: If the grievance is arbitrated, the Charging Party may ask the Board to review the arbitrator's award. The request must be in writing and addressed to me. Because the parties have explicitly authorized the arbitrator to decide the statutory issue in this case, the Board's deferral standards applicable in this case are those set forth in *Babcock & Wilcox Construction Co.*, 361 NLRB No. 132 (2014), which is available on our website, www.nlr.gov. Any request for review of an arbitrator's award should analyze (1) whether the parties explicitly authorized the arbitrator to decide the statutory issue; (2) whether the arbitrator was presented with and considered the statutory issue, or was prevented from doing so by the party opposing deferral; and (3) whether Board law reasonably permits the award. The party urging deferral has the burden to prove these standards are met.

Review of Grievance Settlement: If the grievance is settled, the Charging Party may ask the Board to review the grievance settlement. The Board's deferral standards applicable to any grievance settlement in this case are also set forth in *Babcock & Wilcox Construction Co.*, 361 NLRB No. 132 (2014). Any request for review of a grievance settlement should analyze (1) whether the parties intended to settle the unfair labor practice issue; (2) whether the parties addressed the statutory issue in the settlement; and (3) whether Board law reasonably permits the grievance settlement agreement. The party urging deferral has the burden to prove these standards are met. In assessing whether to defer to the settlement, I will also consider the factors identified by the Board in *Independent Stave Co.*, 287 NLRB 740, 743 (1987).

Charging Party's Right to Appeal: The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. To file electronically using the Agency's e-filing system, go to our website at www.nlr.gov and:

- 1) Click on E-File documents:
- 2) Enter your NLRB Case Number; and,
- 3) Follow the detailed instructions.

Electronic filing is preferred, but you also may use the enclosed Appeal Form, which is also available at www.nlr.gov. You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. To file an appeal by mail or delivery service, address the appeal to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **September 14, 2018**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than September 13, 2018. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the

request for an extension of time is **received on or before** September 14, 2018. The request may be filed electronically through the ***E-File Documents*** link on our website www.nlrb.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after September 14, 2018, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

/s/

JILL H. COFFMAN
Regional Director

Enclosures

cc: Kim Horton, Employer Representative
Vibra Hospital of Sacramento
330 Montrose Drive
Folsom, CA 95630-2720

SEIU United Healthcare Workers West
560 Thomas L Berkley Way
Oakland, CA 94612-1602

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
NOTICE TO ARBITRATOR

TO: _____
(Arbitrator)

(Address)

NLRB Case Number
20-CA-222669

NLRB Case Name: Vibra Hospital of Sacramento

A determination has been made by the Regional Director of Region 20 of the National Labor Relations Board to administratively defer to arbitration the further processing of the NLRB charge in the above matter. Further, both parties to the NLRB case have agreed to proceed to arbitration before you in order to resolve the dispute underlying the NLRB charge.

So that the Regional Director can be promptly informed of the status of the arbitration, the undersigned hereby requests that a copy of the arbitration award be sent to Regional Director, Region 20, 901 Market Street, Suite 400, San Francisco, CA 94103-1738 at the same time that it is sent to the parties in the arbitration.

(Name)

(Title)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

I am appealing the action of the Regional Director in deferring the charge in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

April 17, 2019

Bruce D. Bagley, Esq.
Vibra Healthcare
155 James Madison Dr
Mechanicsburg, PA 17050-9531

Xochitl A. Lopez, Esq.
Weinberg Roger & Rosenfeld
1001 Marina Village Pkwy
Suite 200
Alameda, CA 94501

Re: Vibra Hospital of Sacramento
Case 20-CA-222669

Dear Mr. Bagley, Ms. Lopez:

On August 31, 2018, pursuant to *Collyer Insulated Wire, a Gulf and Western System Co.*, 192 NLRB 837 (1971), *United Technologies Corporation*, 268 NLRB 557 (1984), and *Babcock & Wilcox Construction Co.*, 361 NLRB No. 132 (2014), the Region deferred processing of the charge to the parties' grievance-arbitration process. Specifically, I deferred further processing on the allegation that the Employer failed to rehire employee (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) prior union and/or protected concerted activities.

Based on information this office received that the underlying grievance is no longer being processed through the grievance/arbitration process, I hereby revoke my earlier decision to defer processing of the instant case to the contractual grievance-arbitration procedure and, I am resuming the processing of the charge.

Very truly yours,

/s/

JILL H. COFFMAN
Regional Director

cc: Kim Horton, Employer Representative
Vibra Hospital of Sacramento
330 Montrose Drive
Folsom, CA 95630-2720

SEIU United Healthcare Workers West
560 Thomas L Berkley Way
Oakland, CA 94612-1602

not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Vibra Hospital of Sacramento		Charging Party SEIU United Healthcare Workers West	
By: Signature	Date	By: Signature	Date
/s/ Bruce D. Bagley	7/17/19	/s/ Xochitl Lopez	7/17/19
_____ Print Name and Title below		_____ Print Name and Title below	
Bruce D. Bagley Labor Relations Counsel		X. Lopez, Attorney	
Recommended By:		Approved By:	
Date		Date	
/s/ Janay Parnell	7/25/19	/s/ Jill H. Coffman	7/30/19
JANAY M. PARNELL		JILL H. COFFMAN	
Field Examiner		Regional Director, Region 20	

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to hire job applicants or refuse to consider for hire job applicants because of their union membership, union support, or because they exercised their right to discuss wages, hours and working conditions with other employees.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL pay (b) (6), (b) (7)(C) for the wages and other benefits that (b) (6), (b) (7)(C) lost because we failed to hire her on (b) (6), (b) (7)(C) 2018.

WE WILL remove from our files all references to the failure to hire (b) (6), (b) (7)(C) and **WE WILL** notify (b) (6), (b) (7)(C) in writing that this has been done and that the failure to hire (b) (6), (b) (7)(C) will not be used against (b) (6), (b) (7)(C) in any way.

WE HAVE offered (b) (6), (b) (7)(C) the position that (b) (6), (b) (7)(C) applied for that (b) (6), (b) (7)(C) would have acquired had (b) (6), (b) (7)(C) been hired on (b) (6), (b) (7)(C) 2018, but (b) (6), (b) (7)(C) has declined the offer.

Vibra Hospital of Sacramento

(Employer)

Dated: _____

By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to

file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

901 Market Street, Suite 400
San Francisco, CA 94103-1738

Telephone: (415)356-5130
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 20
901 Market Street, Suite 400
San Francisco, CA 94103-1738

Agency Website: www.nlrb.gov
Telephone: (415)356-5130
Fax: (415)356-5156

October 10, 2109

Bruce D. Bagley, Esq.
Vibra Healthcare
155 James Madison Dr
Mechanicsburg, PA 17050-9531

Vibra Hospital of Sacramento
Case 20-CA-222669

Dear Mr. Bagley:

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

/s/

JILL H. COFFMAN
Regional Director

cc: Kim Horton, Employer Representative
Vibra Hospital of Sacramento
330 Montrose Drive
Folsom, CA 95630-2720

Xochitl A. Lopez, Attorney
Weinberg Roger & Rosenfeld
1001 Marina Village Pkwy
Suite 200
Alameda, CA 94501

SEIU United Healthcare Workers West
560 Thomas L Berkley Way
Oakland, CA 94612-1602